Supreme Court of the United States

OCTOBER TERM, 1968

No. 925

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

—v.—

J. H. RUTTER REX MANUFACTURING COMPANY, INC., ET AL.,
Respondent.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

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SUPPLEMENTAL DECISION AND ORDER

(Title omitted—Nos. 15-CA-721
15-CA-723)

(For Release Afternoon Papers—June 9, 1966)

On February 13, 1956, the National Labor Relations Board issued a Decision and Order [1] in the above-entitled case, in which it found that Respondent violated Section 8(a)(5) and (1) of the National Labor Relations Act, as amended, by unlawfully prolonging a strike of its employees. The Board ordered Respondent to offer, upon application, to all those employees who went on strike on April 21, 1954, or thereafter, immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, dismissing if necessary, all persons hired on or after that date, and make such applicants whole for any loss of pay suffered by reasons of the Respondent's refusal, if any, to reinstate them, from 5 days after the date of their application to the dates of Respondent's offer of reinstatement. Thereafter, on June 10, 1957, the Court of Appeals for the Fifth Circuit issued its decision granting enforcement of the Board's Order.[2]

On November 16, 1961, the Regional Director for Region 15 of the National Labor Relations Board issued a Backpay Specification and notified Respondent of its right to file an answer to the Specification within 15 days. After obtaining an extention of time to file its answer, Respondent filed a motion for an injunction in the Court of Appeals for the Fifth Circuit, seeking to enjoin the Board from proceeding further in the matter because of the lapse of time between the end of the strike and the filing of the Backpay Specification. On August 28, 1962,

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[1] J. H. Rutter-Rex Manufacturing Company, Inc., 115 NLRB 388.

[2] *N.L.R.B.* v. *J. H. Rutter-Rex Manufacturing Company, Inc.*, 245 F. 2d 594. The Court entered its decree of enforcement on August 19, 1957.

the Court denied Respondent's motion for a permanent injunction.[3]

Respondent filed its answer to the Backpay Specification on September 4, 1962. On October 3, 1962, Counsel for the General Counsel filed a Motion to Strike Respondent's Answer to Backpay Specification and for Judgment on the Pleadings. Respondent filed an opposition thereto. The Trial Examiner granted the General Counsel's motion in substantial part but with leave to Respondent to file an amended answer at a later date. Pursuant to notice, a hearing was held on November 13-16, 1962, before Trial Examiner Owsley Vose for the purpose of determining the validity of the method of computing backpay. At the hearing, Respondent contended that it had no obligation to reinstate any of the strikers because the Board's Order was wholly prospective in operation and that all the strikers had applied for reinstatement before the entry of the Board's Order herein. The Respondent also contended that the Board's method of computation in the Backpay Specification was unreasonable. On January 23, 1963, Trial Examiner Vose issued the attached Preliminary Intermediate Report and Order in Backpay Proceeding, in which he approved the method of computing backpay set forth in the Specification, but provided that such computation should be subject to a 6 percent reduction which he found necessary in order fully to reflect the number of absences characteristic of a typical employee, and in which he rejected Respondent's argument with regard to its liability to reinstate the strikers, discussed *infra*. Thereafter, on various dates between February 12, 1963, and September 30, 1963, hearings were held on the issues raised by the Backpay Specification and the Respondent's amended answer.

On June 2, 1964, the Trial Examiner issued the attached Supplemental Decision in Backpay Proceeding, in which he ordered specific amounts of backpay to approximately 172 claimants and denied backpay to approximately 35 others. The Recommended Supplemental Order also provides for payment of simple interest at 6 percent

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[3] 305 F. 2d 242 (C.A. 5), July 19, 1962; 50 LRRM 2770.

on the backpay due for each quarter commencing from the date of his Decision. Thereafter, Respondent, General Counsel, and the Union filed exceptions to the Supplemental Decision and supporting briefs. Subsequently, Respondent also filed a motion requesting the Board to reopen the record. The General Counsel and the Union filed oppositions thereto. This motion is denied for the reasons given in our discussion below.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings made by the Trial Examiner at the hearings and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the entire record in this case, including the Preliminary Intermediate Report and the Supplemental Decision, the parties' exceptions and briefs, Respondent's Motion to Reopen the Record, and the General Counsel's and the Union's oppositions thereto, and hereby adopts the findings,[4] conclusions, and recommendations of the Trial Examiner except to the extent that they are modified below.[5]

1. Respondent's request to include in the record a copy of its letter dated March 4, 1963, directed to the Board and General Counsel, and giving reasons in support of its requests for *subpoenas duces tecum*, is granted. However, its motion to overrule the revocation of such subpoenas and to reopen the record for further cross-examination upon documents to be furnished by the General Counsel under such subpoenas is denied. In our opinion, *General Engineering, Inc.* v. *N.L.R.B.*, 341 F. 2d 367 (C.A. 9), upon which the Respondent relies in support of its motion, is not applicable to the facts of this case. In *General Engineering*, the Court emphasized that the

[4] The Trial examiner used the term "Respondent" instead of the term "General Counsel" in line 6, page 173, of his Supplemental Decision. We hereby correct this inadvertent error.

[5] The Respondent has requested oral argument. This request is hereby denied because the record, exceptions, and briefs adequately present the issues and the positions of the parties

evidence sought to be adduced by the *subpoenas duces tecum* was material and relevant to the issues in the case and that the failure of the Trial Examiner and the Board to require its production was attributable solely to observance of Section 102.118 of the Board's Rules and Regulations and Statements of Procedure, Series 8, as amended, revised January 1, 1965, which forbids employees of the Board from producing records and documents of the Agency without the written consent of the Board or the General Counsel. The Court there held that the Board was not entitled to rely solely upon such a provision in the Rules as justification for the withholding of relevant material to the production of which the party requesting it would otherwise be entitled. In the present case, Counsel for the General Counsel in both of his petitions to revoke specifically asserted the immateriality and irrelevancy of the evidence sought to be adduced, and, as to the items which the Trial Examiner did not require to be produced, we are convinced that Counsel for the General Counsel's objections to the irrelevancy and the immateriality of these items are well taken.

Likewise, in contrast with the *General Engineering* case, here the Trial Examiner in his rulings did not rely upon the Board Rule mentioned above. Thus, although the General Counsel in his letter of March 8, 1963, to the Respondent denied permission to representatives of the Board in New Orleans to produce any of the items listed in the *subpoenas duces tecum*, the Trial Examiner did require the production of many of the items listed in both subpoenas and they were in fact produced at the hearing. During the hearing, the Trial Examiner exhibited concern lest the Respondent be prejudiced in its cross-examination of witnesses by the General Counsel's withholding of documents under a strict interpertation of Section 102.118 of the Rules. For this reason, the Trial Examiner required the General Counsel to produce a material, including affidavits, from files containing information about the claimants without regard to whether or not the claimants were called to testify. In this respect, the Trial Examiner expressed the view that the Board's general procedural rules were not designed to

cover backpay proceedings, and his conduct of the hearing was consistent with this view.

We find that the Trial Examiner's rulings with respect to the production of material sought by Respondent in its two requests for *subpoenas duces tecum* were in fact consistent with, if indeed they did not exceed the requirements of, the policy underlined by the Court in the *General Engineering* case. We are convinced, however, that insofar as the Respondent's subpoenas sought disclosure of analysis memoranda and similar memoranda and reports prepared by various agents for the Board or General Counsel in the course of their investigation of the case, the subpoenas went too far, for to have required such production would have violated rights of privacy in the "work product" of such agents under the doctrine of *Hickman* v. *Taylor*, 329 U.S. 495, 507-514. The Trial Examiner did not require the production of such material and we affirm his ruling in this respect.

2. We adopt the Trial Examiner's finding in his Preliminary Intermediate Report that Respondent had an obligation to reinstate all unfair labor practice strikers upon their unconditional application to return to work. As more fully detailed in the Preliminary Intermediate Report, Respondent contended that the Board's Order was "prospective" and that no finding of a violation of that Order can be based upon applications for reinstatement which preceded the Order itself. Hence, Respondent argues, it was under no duty to reinstate any of the employees here involved because none of them applied for, and were refused, reinstatement after the Board entered its original Order on February 13, 1956.

The Board's Order is in its usual form and is clearly drawn and intended to include a requirement for reinstatement and backpay for those employees who might already have made proper application for reinstatement at the time of the issuance of the Order. The well-established rule of law is that stated by the Court of Appeals for the Fifth Circuit in its decision granting enforcement of the Board's order, as follows: [6]

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[6] Page 598 of the Court's opinion cited at footnote 2, *supra*.

> For once the strike is an unfair labor strike . . . or becomes such . . . the employer is compelled under the Act *to reinstate* the strikers upon application . . . . [Emphasis supplied.]

Accordingly, in agreement with the Trial Examiner and for the reasons more fully set forth in his Preliminary Intermediate Report, we find that the Board Order was retrospective in operation and required the Resopndent to reemploy those employees making proper application for reinstatement, including those who made such application prior to the issuance of the Board Order.

3. Respondent contended at the hearing that its good-faith belief that some employees were guilty of serious acts of misconduct during the strike justified Respondent's refusal to reinstate them upon application. In reply to this contention, the Trial Examiner held that "[i]t is the nature and seriousness of the employees' conduct rather than the [Respondent's] belief in this regard which is determinative." In *Burnup and Sims, Inc.*,[7] the Supreme Court held that an employer's honest belief was not a defense if it affirmatively appeared that such misconduct did not in fact occur. And as more fully detailed in the Trial Examiner's Supplemental Decision, misconduct of certain employees was not affirmatively proved in this case.

4. We find no merit in Respondent's exception to the Trial Examiner's failure to find that certain employees were guilty of misconduct during the strike. In support of its defense at the hearing, Respondent sought to introduce a 1954 judgment of a State Court which "temporarily restrained, prohibited and enjoined" the several persons named therein, including some of the claimants herein, from engaging in various and sundry acts, such as picketing Respondent's premises, loitering in the vicinity of Respondent's plants and strike headquarters. The judgment also enjoined those persons named therein from, *inter alia*, engaging in threats to assault or molest employees. The Trial examiner rules that the judgment was not properly admissable as evidence because it fails to

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[7] 379 U.S. 21.

indicate what specific acts of misconduct are charged to any of the individuals named therein. We have examined this exhibit and, in agreement with the Trial Examiner, we find that it has no probative value because it does not attribute any specific act of misconduct to any specific individual and thus offers no assistance to us in assessing whether the acts of misconduct engaged in by any of the individuals were of sufficient gravity to warrant denial to them of reinstatement and backay.[8]

5. The following corrections, additions and modifications[9] are made in the Trial Examiner's findings as to individual employees.

Rose Marie Hicks

The General Counsel excepted to the Trial Examiner's award of backpay to Rose Marie Hicks for the second quarter of 1956 in the amount of $36.44. As the General Counsel notes, and we agree, the Social Security records indicate that Hicks earned an additional $88.00 during that quarter which is not reflected in her interim earnings listed by the Trial Examiner in the Appendix. Accordingly, as Hicks' total interim earnings during that period exceed the wages she would have earned if reinstated by Respondent, we shall reduce her net backpay in the amount of $36.44. Thus, the correct amount of net backpay due to Hicks is $3,519.31.

Noel Martin

We find merit, in part, in Respondent's exceptions to the Trial Examiner's award of backpay to Martin. We

[8] And, in any event, assuming that the judgment was free of the inherent defects mentioned above and was otherwise material and competent, it could nevertheless not in itself control our determination of whether or not the named claimants are entitled to reinstatement and backpay. *Ferrell-Hicks Chevrolet, Inc.*, 149 NLRB No. 130, footnote 8 of the Intermediate Report and cases therein.

[9] We agree with the Trial Examiner's computation and award of backpay to Shirley Edgerson. However, we find it unnecessary to pass upon, and do not adopt, the Trial Examiner's comments in Edgerson's case relating to computation by the projection forward of interim earnings during a period after she had quit a job, probably without justification.

agree with the Trial Examiner's finding that Martin applied for reinstatement at Respondent's plant in December 1954.[10] Contrary to the Trial Examiner, however, we find that Martin is eligible for backpay only up to the beginning of 1959. Martin testified that he began to work as an apprentice bricklayer for $.75 per hour in August 1954. Four years later he completed his apprenticeship and became a "full fledged" bricklayer and began to earn the journeyman rate of $3.00 per hour. He considers himself a bricklayer since he has learned the trade, and he intends to earn his living at that trade. In view of these facts, we reject the Trial Examiner's award of backpay to Martin from 1959, when he completed his apprenticeship and achieved journeyman status, through the remainder of the backpay period covered by these proceedings. Accordingly, Martin's net backpay is reduced to $948.47.

Dorothy B. Rubit

We agree with the Trial Examiner's finding that Dorothy B. Rubit was not properly reinstated and is entitled to backpay. However, we find merit in that part of Respondent's exception which relates to the award of backpay for the second quarter of 1961. Rubit testified that she began training as a practical nurse by going to school from October 1959 until December 1960.[11] Upon completion of her training, she became a "qualified graduate practical nurse" and since January 1961 she has been steadily employed only as a practical nurse, and desires to continue in that line of work. Under these circumstances, we find that Rubit removed herself from the sewing factory labor market upon the completion of her training in December 1960.

Accordingly, we shall disallow her claim for backpay

[10] At about this same time, which was some 4 months before the end of the strike, Martin made application at one other sewing factory for work. Thereafter, apart from his pursuit of the trade of bricklaying, he made no other search for employment.

[11] The General Counsel made no claim for backpay during this training period.

for the second quarter of 1961. Thus, her net backpay award is reduced to $3,035.92.

Dorothy P. Rubit

We find merit in Respondent's exception to the Trial Examiner's award of backpay to Dorothy P. Rubit. Rubit testified at one point that she applied for work at another sewing factory during the backpay period. However, at another point she testified that she was not sure whether she applied at the other plant during or after the strike. She did not look for other work, except at Respondent's plant. We find that her testimony, which at best is inconsistent, is insufficient to warrant a finding that she was dilligent in her search for work during the backpay period. Accordingly, we find that she incurred a willful loss of earnings and is not entitled to any backpay.

Mignonette Thomas

We find merit in Respondent's exceptions to the Trial Examiner's award of backpay to Thomas for the first two quarters of 1956. We affirm, however, his finding that Thomas was entitled to backpay from August 5, 1955, to December 31, 1955.

The General Counsel concedes and the record shows that because of an illness requiring surgery, Thomas was not available for work and did not look for work during the entire first quarter of 1956 and up to June 1, 1956, of the second quarter.

We find therefore that Thomas is not entitled to backpay for the first and second quarters of 1956. Accordingly, her backpay is reduced to $608.37.

Herbert Lotten

We find merit, in part, in Respondent's exceptions to the Trial Examiner's finding with respect to Lotten. The record shows that Lotten secured a job in a cleaning business owned by his father-in-law sometime during the strike and continued at this job throughout the entire backpay period. In a conversation with Lotten, apparently before the end of the strike, Batiste, a good friend

and his supervisor, asked Lotten if he was interested in returning to his old job. Lotten refused because he was satisfied with his job. Shortly thereafter, Lotten became dissatisfied, because he had a disagreement with his father-in-law, and asked to be reinstated; and in November 1955, he filed an application with Respondent but he was not reinstated. According to Lotten's own testimony, he informed Batiste, sometime after the end of the strike, that he had patched things up with his father-in-law and was not then interested in having his old job back. Respondent introduced into evidence a memorandum indicating that Lotten had been sent for in June 1957 but he told Batiste that he was not interested,—that he was working for his father-in-law. In view of Lotten's admission that he rejected an offer of reinstatement after the strike was over, a fact which is corroborated by Respondent's memorandum, and there being no other evidence to fix the date of such refusal, we find that Lotten's backpay should be terminated in June 1957. Accordingly, we find that Lotten is entitled to backpay only for the first, second, and third quarters of 1956 and the second quarter of 1957 in the total amount of $153.05.

Bessie Montgomery

We agree with the Trial Examiner's finding that Montgomery willfully incurred a loss of earnings by quitting a job in the second quarter of 1959, and that this continued until she renewed her search for work in the second quarter of 1960. However, in his conclusion, the Trial Examiner stated that "no willful loss of earnings has been proven." We hereby correct this inadvertent error.

We agree with the Trial Examiner's finding that Montgomery is entitled to backpay in the amount of $1,152.82.

Marjorie Walker

We overrule Respondent's exception to the Trial Examiner's award of backpay to Walker for the following reasons. The Specification alleged, and Respondent conceded, that Walker applied for reinstatement on March 22, 1955. In its amended answer, Respondent contended that it did

not reinstate Walker because she failed to apply *after* the strike. The Trial Examiner found, and we agree, that a reinstatement application made by an unfair labor practice striker during the strike creates an obligation upon Respondent which can be terminated only by an unconditional offer of reinstatement. The Respondent further contended, however, that Walker had left its employ prior to the beginning of the strike. Walker testified that because she was pregnant, her last employment with Respondent was "approximately 2 or 3 weeks" before the strike. Prior to her leaving, she discussed the possibility of returning to work after her baby was born with the lady who "was over" her. Her baby was born in May 1954. About 6 weeks after her baby was born, she went on picket duty with the Union, outside of Respondent's plant. The record shows a general pattern among the female employees of leaving Respondent's employ because of pregnancy, illness, etc., and later returning to work. It is therefore clear, under the circumstances, that Walker remained an employee of the Respondent and is entitled to backpay in this proceeding. Moreover, Respondent's contention, raised for the first time in its exceptions to the Trial Examiner's Supplemental Decision, that Walker was not working for Respondent at the time of the strike is without merit as it was not alleged in Respondent's amended answer as a defense. Accordingly, we find that Walker was an employee of the Respondent who became a striker and is entitled to reinstatement. She is entitled to backpay in the amount of $2,639.56 as found by the Trial Examiner.

Bessie Brown (Harris)

We agree with the Trial Examiner's finding that Brown is entitled to backpay. We find merit, however, in the General Counsel's exception to the Trial Examiner's failure to award backpay to Brown for the third quarter of 1955 after finding that her backpay period ended on July 18, 1955. The General Counsel alleges that Brown is entitled to an additional sum in the amount of $58.56, for the period from July 1 to July 18, 1955. This appears to be an inadvertent error by the Trial Examiner

and accordingly Brown's backpay is increased by that amount. We find that the total backpay due her is $124.88.

Marguerite Head
Audrey Zeno

We find merit in the General Counsel's exceptions to the Trial Examiner's refusal to allow amendments to the Specification to extend the backpay period for Head and Zeno. The Specification alleged that Head was offered reinstatement on May 15, 1955, and that Zeno was offered reinstatement on June 9, 1955. In its amended answer, Respondent admitted that reinstatement was offered on July 18, 1955, and July 12, 1955, to Head and Zeno, respectively. The cases of these two claimants are distinguishable from other cases discussed by the Trial Examiner in his Supplemental Decision wherein he refused to allow either party to amend, because, unlike other motions to amend the Specification, the present motion is based upon the written admission of the Respondent. We shall therefore amend their schedule to reflect the total backpay due for the period from April 14, 1955, to July 18, 1955, for Head and from April 14, 1955, to July 12, 1955, for Zeno, in the following tables.

Marquerite Head's Backpay

Year—Period	Quarter	Gross Backpay[12]	Interim Earnings	Net Backpay
1955—4/14/55 - 6/30/55	II	$312.47	0	$312.47
1955 Bonus	II	23.61		23.61
1955—7/1/55 - 7/18/55	III	66.99	0	66.99
		Total 1955		$403.07

Audrey Zeno's Backpay

1955—4/14/55 - 6/30/55	II	$312.47	$58.86	$253.61
1955—Bonus	II	23.61		23.61
1955—7/1/55 - 7/12/55	III	42.55	34.86	7.69
		Total 1955		$284.91

[12] The 6 percent adjustment computed by the Trial Examiner is included in our computation of gross backpay.

Accordingly, we find that Head and Zeno are entitled to $403.07 and $284.91, respectively.

Genevieve Green (Hilliard)

We find merit in the General Counsel's exception to the Trial Examiner's failure to award backpay to Green for the fourth quarter of 1955. The Trial Examiner found, and we agree, that Green made application and was refused reinstatement on November 9, 1955, and that her backpay period began on November 17, 1955. The Trial Examiner also *found that* Green searched unsuccessfully for work during the remainder of this quarter but he failed to include this period in computing net backpay. Accordingly, we shall amend her schedule to include backpay for the fourth quarter of 1955.

The Specification indicates that if Green was reinstated and had continued to work for the remainder of the quarter, her earnings would have been according to the following computation:

Genevieve Green's (Hilliard) Backpay

Year—Period	Quarter	Gross Backpay[12]	Interim Earnings	Net Backpay
1955—11/17/55 - 12/31/55	IV	$192.03	0	$192.03

Accordingly, we find that Green is entitled to an additional $192.03, which, added to the $79.25 for the second quarter of 1956, amounts to $271.28 in backpay.

Marietta Newman

We find merit in the General Counsel's exception to the Trial Examiner's failure to award backpay to Newman from July 1, 1957, to July 20, 1957. The Trial Examiner found, and we agree, that Newman was employed as a nurse from October 1955 until July 20, 1957. During this period, she worked 3 days per week at $6.00 a

[12] The 6 percent adjustment recommended by the Trial Examiner is included in our recomputation of gross backpay.

day. The Specification indicates that had she worked for Respondent during this 3-week period in July 1957, she would have earned $101.70. Her interim earnings of $54.00 deducted from what she would have earned if reinstated by the Respondent entitled her to an additional amount of $47.70 in backpay. Accordingly, we find that Newman is entitled to $1,614.00 in backpay.

Eunice Johnson

We find merit in the Union's exception to the Trial Examiner's failure to award backpay to Johnson for the first quarter of 1960. We do, however, concur in the Trial Examiner's remaining findings with respect to Johnson.

In his brief to the Trial Examiner, the General Counsel requested that backpay be eliminated for a "period when [Johnson] was unable to work because of her mother's illness." The Trial Examiner interpreted this as a request to eliminate backpay for the entire first quarter of 1960. The record shows, however, that Johnson worked for one employer for the first 2 months of this quarter before quitting because of illness in her family. However, the record further shows that Johnson was only idle for one week during this quarter before starting to work for another employer, where she remained employed until some time in the second quarter. The Social Security records indicate that for the first quarter of 1960 she had interim earning in the amount of $172.81 while working for both employers.

We note that several other claimants in the same category as Johnson would have earned $470.56, including the 6 percent adjustment, during this quarter if they had been reinstated by Respondent (see numbers 101, 102, 116, and 149 in the Appendix to the Trial Examiner's Supplemental Decision). However, we find also that Johnson incurred a willful loss of earnings for 1 week by quitting one job during the quarter before being reemployed at another job for the remainder of the quarter. The Specification indicates that had she worked for Respondent during that week, she would have earned a

total of $30.47, including the 6 percent adjustment computed by the Trial Examiner. Thus, we shall deduct that amount from the $470.65, leaving $440.09. Since we have found that her interim earnings amounted to $171.81, her net backpay for this period is $440.09 less $172.81, or $267.28. Accordingly, we shall add this amount to the $5,386.11, found by the Trial Examiner, making the total amount of backpay due $5,653.39.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, J. H. Rutter-Rex Manufacturing Company, Inc., its officers, agents, successors, and assigns, shall pay to the employees involved in this proceeding as net backpay the amounts, including interest from the date of the Trial Examiner's Supplemental Decision, but minus the tax withholding required by Federal and State laws, set forth opposite their names in the Appendix to the Trial Examiner's Supplemental Decision, except for the individuals named below who shall be paid the following amounts, set opposite their names.

Rose Marie Hicks	$3,519.31	Bessie Brown (Harris)	$ 124.80
Noel Martin	$ 948.47	Marguerite Head	$ 403.07
Dorothy B. Rubit	$3,035.92	Audrey Zeno	$ 284.91
Dorothy P. Rubit	None	Genevieve Green (Hilliard)	$ 271.28
Mignonette Thomas	$ 608.37	Marietta Newman	$1,614.00
Herbert Lotten	$ 153.05	Eunice Johnson	$5,653.39

With respect to those employees whose backpay was still accruing, as found by the Trial Examiner in his Supplemental Decision, payment to them of the net amount found to be due and accruing constitutes satisfaction of Respondent's obligation only up to June 24, 1961, which is the end of the period covered by the Specification.

Dated, Washington, D. C. June 6, 1966

FRANK W. MCCULLOCH, Chairman

JOHN H. FANNING, Member

HOWARD JENKINS, JR., Member

NATIONAL LABOR RELATIONS BOARD

(SEAL)

PRELIMINARY INTERMEDIATE REPORT AND ORDER IN BACKPAY PROCEEDING

(Title omitted—Nos. 15-CA-721 & 15-CA-723)

Before: *Owsley Vose*, Trial Examiner.

Statement of the Proceedings

The National Labor Relations Board on February 13, 1956, issued its Decision and Order directing, inter-alia, the Respondent, J. H. Rutter-Rex Manufacturing Company, Inc., upon application, to offer immediate and full reinstatement to their former or substantially equivalent positions to all those employees who went out on strike on April 21, 1954, or thereafter, without prejudice to their seniority or other rights and privileges, dismissing if necessary all persons hired on or after that date, and to make such applicants whole for any loss of pay suffered during the period from 5 days after the date of their applications for reinstatement, to the date of the Respondent's offer of reinstatement. The United States Court of Appeals for the Fifth Circuit rendered its opinion enforcing the Board's Order on June 10, 1957 (245 F. 2d 594), and on August 19, 1957, entered its Decree in conformity therewith.

Thereafter, on November 16, 1961, the Board, by its Regional Director at New Orleans, issued a Backpay Specification setting forth the specific amounts of gross and net backpay due each of 207 striking employees who allegedly had applied for reinstatement and notifying the Respondent that a hearing was scheduled to be held on January 29, 1962, and further notifying the Respondent of its right to file an answer to the Specification within 15 days pursuant to Section 102.54 of the Board's Rules and Regulations.

After obtaining an extension of time for filing its answer until January 4, 1962, the Respondent, on December 30, 1961, filed an *ex parte* application with the Court of Appeals for the Fifth Circuit to enjoin the Board from conducting this backpay proceeding because of its delays in the matter. The Court, after issuing an order temporarily staying the proceedings, on July 19, 1962, issued its opinion declining permanently to stay these proceedings. On August 28, 1862, the Court, in conformity with its opinion, issues its decree dissolving the temporary stay of the proceedings previously issued by it and denying Respondent's motion for a permanent stay.

Thereafter, on September 4, 1962, the Respondent filed an answer to the Backpay Specification. On September 20, 1962, the Regional Director issued an order rescheduling the hearing for November 13, 1962. On October 3, 1962, counsel for the General Counsel filed with the Regional Director a Motion to Strike the Respondent's Answer to Backpay Specification and for Judgment on the Pleadings. The aforesaid Motion was referred to the undersigned Trial Examiner for ruling. After considering the aforesaid Motion, the General Counsel's Argument in support thereof dated October 29, 1962, and the Respondent's Opposition thereto dated October 30, 1962, the Undersigned Trial Examiner on November 5, 1962, issued his opinion and order granting the General Counsel's Motion to Strike the Respondent's answer in substantial part, with leave to the Respondent to file an amended answer at a date later to be set by the Trial Examiner, and notifying the parties that the hearing scheduled for November 13, 1962, would be confined to the issue of the

method of computation to be used in computing the amount, if any, of backpay due in this case, and related preliminary issues of law and fact.

The proceeding was heard in New Orleans on November 13-16, 1962. Evidence was received from all parties on the issue of the method of computation to be used in this case. At the hearing the parties were invited to submit suggestions as to the appropriate procedure to be followed thereafter in the case in resolving the extremely numerous factual issues involved herein. After the hearing, which was participated in by all parties, the Respondent on December 10, 1962, filed a memorandum in which it opposed the method of computation adopted in the Backpay Specification. The General Counsel filed a memorandum supporting the Specification on December 21, 1962, and the Amalgamated Clothing Workers of America, AFL-CIO, filed a memorandum on December 26, 1962.

I. The questions involved

The first question to be decided in this proceeding is whether the Respondent has any obligation to reinstate the striking employees here involved, all of them allegedly having applied for reinstatement before the entry of the Board's Order herein, and none of them, so far as the record shows, having reapplied thereafter. The Respondent, asserting that the Board's Order is wholly prospective in operation, contends that this question should be answered in the negative.

The second question, assuming that the answer to the first question is in the affirmative, concerns the reasonableness of the method of computation used in the Backpay Specification. It is settled that in making backpay determinations, the Board may adopt formulas reasonably designed to produce an approximation of the amount of backpay due and that such formulas should be upheld unless arbitrary or unreasonable in the circumstances involved. *W. C. Nabors Co.*, 134 NLRB 1078, 1084-1085; *N.L.R.B.* v. *Ozark Hardwood Co.*, 282 F. 2d 1, 7 (C.A. 8); *N.L.R.B.* v. *Brown & Root, Inc.*, 52 LRRM 2115, 2117-2118, decided January 4, 1963 (C.A. 8); *N.L.R.B.*

v. *East Texas Steel Castings Co.*, 255 F. 2d 284 (C.A. 5). The Respondent, while not challenging the use of a reasonable formula, contends that the method contained in the Specification is unreasonable.

The Specification, in broad terms, adopts the average biweekly earnings of control groups of employees, selected primarily because they worked most of the time during the backpay period, as giving the measure of what the employees in the various classifications would have earned during each biweekly period in the backpay period. The Respondent does not object to the use of the average earnings of a control group of employees to provide the measure of the backpay due the striking employees here involved. As discussed more fully below, what the Respondent objects to is that the earnings of additional short-term employees were not taken into consideration in computing the average, and that the average is computed in a biweekly rather than an annual or a quarterly basis. The Respondent contends that the method of selecting the control groups used in the Specification resulted for the most part in the inclusion of only its better operators which has the effect of raising the average earnings. The Respondent asserts further that the biweekly method fails to reflect the extent that the average employee's annual earnings were reduced by absences of 2 weeks or more and thus overstates what the employees here involved actually would have earned in the Respondent's employ during the backpay period. The Respondent suggests as an alternative to the biweekly method of obtaining the averages that earnings be averaged on an annual basis or at least on a quarterly basis.

II. The Respondent's obligation to reinstate the striking employees with backpay

As indicated above, the Respondent contends that it is under to duty to reinstate any of the employees here involved for the reason that none of them was refused reinstatement after the entry of the Board's Order herein, which the Respondent asserts is wholly prospective in operation. As to some of the employees (an unspecified number), the Respondent asserts that it has additional

grounds for claiming that it is not in disobedience of the reinstatement and backpay provisions of the Board's Order, such as that they failed to make bona fide applications for reinstatement of that they were in fact reinstated within a reasonable time after jobs became available. The Respondent asserts that if its contentions that none of the employees here involved is entitled to reinstatement are sustained, this will obviate the need for any further hearing to inquire into the specific amounts of backpay due individual employees. Accordingly, the Respondent requests that a further preliminary hearing be held on the question of the employees' entitlement to reinstatement.

The principal ground upon which the Respondent relies in support of its contention that it has fully satisfied its reinstatement and backpay obligation under the Board's Order is that the reinstatement and backpay provisions of the Board's Order are prospective in operation only, and that no finding of a violation of the Board's Order can be based upon "applications for reinstatement, which precede the order itself." [1] In other words, the Respondent is contending that any application for reinstatement made prior to the entry of the Board's on February 13, 1956, was premature and did not create any liability on its part to reinstate such an applicant. Since the Specification alleges that each of the employees here involved made application for reinstatement prior to February 13, 1956, this contention, if sustained, would eliminate all backpay in this case.

I find no merit in this contention. It ignores the fundamental and long settled legal proposition that the Board, in the exercise of its power to remedy unfair labor practices, may require the discharge of employees hired to replace unfair labor practice strikers where necessary to make room for the strikers who apply for reinstatement. The Board in one of its early decisions involving, as here, a strike caused by a refusal to bargain, stated that it was providing for this remedy "In order to restore the

[1] This is a quotation from p. 20 of the Respondent's memorandum to the Trial Examiner.

status quo as it existed prior to the time the Respondent committed the unfair labor practices and in order to enable the processes of collective bargaining to function." *Black Diamond Steamship Corp.*, 3 NLRB 84, 93. The Court of Appeals for the Second Circuit affirmed, stating that "From the date of the Respondent's first unfair labor practice, its ordinary right to select its employees became vulnerable. Accordingly, it was proper for the Board to order it to discharge all engineers hired for the first time since December 14, 1936 [the date of the first refusal to bargain]" *Black Diamond Steamship Corp.* v. *N.L.R.B.*, 94 F. 2d 875, 879, certiorari denied, 304 U.S. 579.

This decision makes it clear that the duty to reinstate, which flows from the Board's determination that the reinstatement of unfair labor practice strikers, upon application, is an appropriate means of remedying the unfair labor practice causing the strike, comes into being when the unfair labor practice is committed and continues until the unfair labor practice is remedied. Indeed, only by requiring the reinstatement of unfair labor practice strikers upon their giving up the strike and seeking to go back to work can the Board accomplish its objective in such situations of "restor[ing] the status quo" and "enabl[ing] the process of collective bargaining to function."

Since the time of the *Black Diamond* decision the Board and the courts have uniformly upheld the right of unfair labor practice strikers to reinstatement, upon application, whether they apply before the entry of the Board's Order or not. See *Mastro Plastics Corp.* v. *N.L.R.B.*, 350 U.S. 270, 278 and cases cited in footnote 9 thereof. The decision of the Court of Appeals in the instant case when it was before the court upon the Board's petition for enforcement of its order gave full recognition to this basic proposition when it stated (245 F. 2d 594), that "the employer is compelled under the Act, to reinstate strikers upon application even though it means discharging replacements hired during the strike." It would appear that an employer would not be under a duty to discharge replacements unless the unfair labor practice strikers had

a right to reinstatement at the time the replacements were hired. This duty, as stated above, flows from the employer's duty to remedy the unfair labor practice causing the strike, and does not come into being upon the issuance of the Board's Order of reinstatement, as the Respondent argues.

The Respondent asserts that all the cases of which it is aware dealing with the reinstatement of unfair labor practice strikers involved allegations and findings of violations of Section 8(a)(3), and suggests that a different rule should apply in this case which involves reinstatement and backpay provisions which were ordered to remedy a refusal to bargain in violation of Section 8(a)(5).[2] The Respondent's distinction, in my opinion, is without merit. The underlying right to reinstatement of the strikers involved in all those cases stemmed from the fact that the Board has determined that the appropriate remedy in situations involving strikes caused by unfair labor practices is to require the reinstatement of the strikers, upon application. In none of the cases to which the Respondent refers were the Section 8(a)(3) violations established in the manner in which such allegations normally are, i.e., by proving the antiunion motivation behind each refusal to reinstate. Rather, the only questions litigated were whether the strike was an unfair labor practice strike and whether the strikers had applied for, and had been denied, reinstatement. Thus, the reinstatement with backpay of the strikers involved in those cases were attributable not to the fact that they had been denied reinstatement for antiunion reasons, in violation of Section 8(a)(3), but to the circumstance that they had been forced out on strike by unfair labor practices and that their reinstatement was essential to remedy these unfair labor practices.[3] The fact that a violation of Section 8(a)

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[2] For a Board decision which makes it clear in a Section 8(a)(5) strike situation that the obligation to reinstate the strikers upon application antedates the entry of the Board's Order, see *Washington Coca-Cola Bottling Works*, 122 NLRB 7, 8-9. See also *DuBois Chemicals, Inc.*, 140 NLRB No. 29, decided December 13, 1962.

[3] I have considered *Republic Steel Corp.* v. *N.L.R.B.*, 114 F. 2d 820, 821 (C.A. 3) and *N.L.R.B.* v. *Express Publishing Co.*, 312 U.S.

(3) of the Act was found in these cases does not affect the applicability of this basic principle to this case. Such a finding was made in those cases only because the applications for reinstatement had been made prior to the hearing and the Board had an opportunity to pass upon the propriety of the applications. The Respondent will have an opportunity to present its remaining contentions concerning the validity of the employees' applications at the forthcoming hearing in this case. For the foregoing reasons I conclude that the absence of Section 8(a)(3) allegations in this case is immaterial and that the Respondent's contention that the Board's Order operates prospectively, only, must be rejected. The Respondent's request for a further preliminary hearing in this case is therefore denied.

III. The reasonableness of the Board's method of computation

A. *Introductory statement*

The Backpay Specification states for each employee the various items involved in computing the net backpay due him. The principal item is gross backpay which is the term used to refer to the sum of money which an employee would normally have earned had he been on the Respondent's payroll during the backpay period. The backpay period is the period commencing 5 days after the employee made an unconditional application for reinstatement and continuing until the employee was offered reinstatement. The Specification alleges the dates on which each of the 207 employees here involved made an application for reinstatement. As of July 8, 1961, the end of the period covered by the Specification, about 137 employees had been reinstated by the Respondent, and the rest had not. In this case gross backpay for each employee includes not only the sum of the average biweekly wage in the appropriate job classification for each biweekly period in the entire backpay period, determined

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426, upon which the Respondent also relies, and concludes that neither of these decisions calls for a contrary result in this case.

as described below, but also, where applicable, such additional sums as an employee would have received under the Respondent's vacation bonus plan. Since the Respondent does not contest the method utilized by the Board to determine such bonus payments, this aspect of the computation will not be discussed further in this report.

Other items covered in the Specification are the employees' interim earnings from other employers or from self-employment during the backpay period and their unusual expenses incurred in obtaining and holding such interim employment. As set forth in the Specification, interim earnings minus the unusual expenses incurred in obtaining and holding such employment constitute net interim earnings.

It should be noted that although the Specification contains figures as to the interim earnings of the employees here involved, the Respondent has the burden of proof with respect to interim earnings or any other items which go to mitigation of the amount of backpay due. The Board includes allegations concerning interim earnings in Backpay Specifications as a public service because of its belief that it is better equipped to ascertain such matters than the average employer or other person charged with unfair labor practices. But the Board, by including such allegations as to interim earnings in the Specification, does not assume any responsibility for establishing the fact that the employees had such earnings. It merely sets forth the results of its investigation of such matters for the benefit of the employer, and admits that the gross backpay due each employee may be reduced by the amount of the net interim earnings set forth for each employee in the Specification. See *N.L.R.B.* v. *Brown & Root, Inc.*, 52 LRRM 2115, 2120, decided January 4, 1963 (C.A. 8).

B. *The Board's method of computation* [4]

Explanation of the method of computation adopted in the Specification is necessarily somewhat complicated. It

[4] For convenience, the method of computing backpay incorporated in the Specification is referred as the Board's method of computation, although, in accordance with the usual procedure, the Specifica-

perhaps may best be understood if set out on a step-by-step basis. The first step taken was to divide the employees into five categories according to the operations performed by them immediately before the strike. The first four categories consist solely of male employees who are divided into separate groups according to their respective operations, as follows: (1) cutters, spreaders and clicking machine operators, (2) porters, (3) utility employees, and (4) truckdrivers, and warehouse utility employees. The fifth category of employees consists of female production employees which include the great bulk of the Respondent's employees. These are mainly sewing machine operators, pressers, etc. In the Specification, the same method of computation of the gross backpay was used for the seven employees in the first four groups. A slightly different method was used to compute the gross backpay of the employees in the fifth group.

As to the seven employees in the first four groups, the Board ascertained from the Respondent's records the average biweekly earnings of a control group of employees who were employed during the backpay period for 6 months or longer in each of the four operations or classifications involved. The resulting average biweekly earnings figure was taken as the measure of what the employees in each of these four classifications would have earned during each biweekly period in the backpay period.

As to the employees in Group 5, the female operators, the Specification adopted the average biweekly earnings of another control group of employees as giving the measure of what these employees would have earned during the same biweekly periods. The control group for this group consisted both of older employees who worked for the Respondent, before, during, and after the strike (although not necessarily without interruption), called the incumbent group, and a second group consisting of employees who for the most part had not been on the Respondent's payroll before, called the replacement group. Included in the incumbent group were all employees who

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tion was prepared by employees under the supervision of the General Counsel in the New Orleans Office of the Board.

were employed by the Respondent during the first quarter of 1954 (before the strike), the third quarter of 1954 (during the strike), and the first quarter of 1961 (long after the strike). Included in the replacement group were all those hired by the Respondent between the time the strike began (April 21, 1954) and the end of 1955 and who were also working for the Respondent in the first quarter of 1961. The total control group which was used to ascertain the measure of backpay of the employees in Group 5 consisted of 95 incumbents and 64 replacements.

The Specification sets forth the wages received by each of the 159 employees in the control group during each of the biweekly pay periods in the backpay period. If any of these 159 employees did not work at all during a biweekly period they were excluded in determining the average weekly wage in that period. However, if any one of the 159 employees worked as much as an hour within the 2-week period, their wages were included in computing the average biweekly wage for that period. The total gross backpay for each of the employees in Group 5, as stated in the Specification, was the arithmetical total of the average biweekly wages for each biweekly period in the backpay period.

C. *The Respondent's objections to the Board's method of computation; its alternate proposals; conclusions*

The Respondent raises various objections to the Board's method of computation, some of which are common to the employees in all five groups. The Respondent makes other objections which are applicable only to specific groups. Since Group 5 (the female operators) contains all but seven of the employees with whom we are here concerned, these objections, together with the objections which are common to all groups, will be considered first.

1. The Group 5 employees

As noted above, the Respondent contends that the Board's method of selecting the control group of employees to furnish the measure of what the Group 5 employees would have earned resulted in including only the most

experienced and productive operators, and therefore the operators with the best earnings. As stated above, the Board included among the incumbents only those who were on the Respondent's payrolls during the first and third quarters of 1954 and the first quarter of 1961. The replacement portion of the control group included those who were hired between April 21, 1954, and December 31, 1955, and who were also on the payroll during the first quarter of 1961. While this method of selection resulted in long-term employees largely used to give the measure of gross backpay of the employees here involved, such a method was dictated by the law of the case. The Board, with court approval, has held that the striking employees are entitled to backpay commencing within 5 days after any refusal of their unconditional application for reinstatement and ending when they are offered reinstatement. According to the allegations of the Specification, the applications of some 70 of the employees here involved have never been granted. Under the law, it is presumed as to all employees whose applications for reinstatement were turned down that they would have remained on the payroll for the entire backpay period since it was the Respondent's failure to remedy the unfair labor practices causing the strike which made it impossible to determine how long these employees would have remained on the Respondent's payroll. To furnish the fair measure of the earnings such employees would have had during the long backpay period it was therefore necessary to take the earnings of long-term employees into consideration.

Recognizing that among the employees here involved were a comparative few, about 20, who were learnes and who only had a short period of employment with the Respondent before the strike, the Board included among the control group for the operators, the replacements—employees who, generally speaking, were new to the Respondent's employ—and whose earnings could be expected to lower the average of the entire control group. That this is in fact true is demonstrated by General Counsel's Exhibit 2 which is a graphic presentation of what the figures in the Specification show with respect to the average quarterly earnings of all the replacement and incum-

bent employees. This exhibit shows that the replacements consistently earned less than the incumbents throughout the backpay period, but that the gap in their earnings, which amounted to almost $100 per quarter at the start of the backpay period, steadily narrowed during the backpay period until at the end of the backpay period, the gap was between $20 and $25.

It is true, as the Respondent points out, that some of the operators included among the replacements were experienced employees who were not on the prestrike payroll and who were rehired during the strike. However, as Compliance Officer Jones credibly testified, his examination of the Respondent's records showed that there were many more learners among the replacement group than there were among the striking employees here involved. In my opinion, the Specification adequately takes into account the fact that a small number of the employees here involved were relatively new employees at the time of the strike.

The Respondent's other principal objection to the Board's method of computation for the Group 5 operators is to the averaging of earnings on a biweekly basis. The Respondent asserts that this method of averaging earnings fails to reflect the extent to which a typical employee's annual earnings are reduced by absences of more than 2 weeks at a time. The Board's method takes into account absences of up to 2 weeks, for an employee is counted in computing the average if he had any earnings at all in a 2-week period. The low biweekly earnings set forth in the Specification for many employees, including one as low as 73 cents, shows that the Board's method fully takes into consideration absences of up to 2 weeks.

With regard to absences of 2 weeks or longer, Eugene J. Rutter, the president of the Respondent, testified that it would be the exceptional case where an employee worked for 5 or 6 years without interruptions. He testified further that it was common for the employment of the operators to be interrupted because of pregnancy, operations, illness, either their own or that of someone in their family, or because of business problems, such as leaving town to settle an estate. Examination of Appendix E-1 of the

Specification which sets forth the earnings of the incumbents and replacements in each of the biweekly periods in the backpay period shows sufficient blanks for 1 or more biweekly periods (a blank reflects no earnings and therefore an absence) to confirm President Rutter's testimony that such absences are not uncommon.

The General Counsel points out that in Part III of the Specification dealing with net backpay, allowance has been made for absences longer than 2 weeks by excepting from the period for which backpay is claimed various periods of time during which the employee was unavailable for employment for various reasons, such as "attending school," "pregnant," "illness,: and "vacation." Part III shows numerous excepted periods for reasons of pregnancy and illness. The General Counsel urges that these excepted periods adequately compensate for the failure of the biweekly method to take into consideration absences of more than 2 weeks at a time. This contention will be disposed of later, after the discussion of the Respondent's proposals as to a fair method of computing backpay in this case.

As an alternative to the biweekly method of computation adopted in the Specification, the Respondent in its memorandum proposes first that the earnings of all employees who worked for it any time during a year in the classifications included in Groups 1-5 should be averaged by classifications on an annual basis. The resulting figure for any given year would be taken as representing what the employees here involved in that particular classification would have earned during that year's portion of the backpay period. Alternatively, the Respondent proposes that the earnings of all the employees in the particular classification involved be averaged on a quarterly basis.

The Respondent shows that checks of its record disclose considerable disparity between the figures reached using the Board's method of computation and those reached under its annual or quarterly methods of computation. One check made for the year 1956, revealed annual average earnings of $1,491.47 as compared with $1,788.36 under the Board's biweekly basis, including sums for the vacation bonus. The Respondent checked the average

earnings of all its operators by quarters and found with respect to the 3rd quarter of 1955, an average of $340.31 as compared with the figure of $410 which was reached by the Board using its biweekly method of computation. For the 3rd quarter of 1957, the Respondent's figure reached by averaging the quarterly earnings of all the employees who did any work during the quarter was $391.63. The Board's comparable figure was $449.21.

It thus appears that there is a considerable difference in the results between the figures reached using the Board's biweekly method and the figures obtained by using the Respondent's annual or quarterly methods. However, in view of the facts set forth below I do not believe that either of the Respondent's proposed methods give the fair measure of the gross backpay due the employees here involved. As President Rutter testified, because of "turnover, discharges, quits, leaves of absence" it is necessary for the Respondent regularly to hire new employees and rehire former employees. Otherwise according to Rutter, "your factory will dwindle; you just won't make the production you are supposed to make for the number of machines you have." To solve this problem, the Respondent operates a training program continuously, and all employees hired, except those having previous experience in its factory, are put through this training program. In the training period, the Respondent culls out a number of newly hired employees who are unable to make satisfactory progress in the training program. Under the Respondent's proposed annual method of computation the annual earnings of these culled out employees, and also of those who quit the Respondent's employ after working only a short time, are included in computing the annual average earnings. In addition, although the Respondent because of turnover may have to hire as many as three or even more employees in the course of a year to keep one sewing machine regularly in operation, the part-year earnings of all three employees are included as full year earnings of each employee under the Respondent's proposed annual average formula.

Since the problem in this proceeding is to ascertain the measure of earnings of employees who presumably

worked as steadily as the Respondent's regular employees customarily worked during the various years of the backpay period, there is no reason whatever to take into consideration the part-year earnings of the numerous employees who are culled out or quit during the training period or who quit for any other reason during the year. Nor is there logical basis to include in computing the annual average the part-year earnings of all those hired to replace the employees who are discharged or quit during the year. The inclusion in the average of the part-year earnings of all those hired to replace the employees who are discharged or quit during the year. The inclusion in the average of the part-year earnings of all such employees, some of whom worked only a few weeks during the year, greatly reduces the annual average, and the result is not at all representative of what the employees here involved would have earned each year during the backpay period. For these reasons I conclude that the annual basis of computation proposed by the Respondent does not give a fair measure of what the employees here involved would have earned during the backpay period. Accordingly, this proposal is rejected.

The Respondent's proposed quarterly earnings method of computation is subject to the same defects as its annual earnings proposal except to a much lesser degree. However, in my opinion, these defects result in a sufficiently serious understatement of the earnings of the employees here involved to preclude the acceptance of this method of computation. As indicated above, it is not an infrequent occurrence for employees to leave the Respondent's employ after working a week or two. As President Rutter testified, in a plant the size of Respondent's it is impossible to hire a sufficient number of experienced employees to make up for normal turnover. Consequently, it regularly has to hire persons without experience who may or may not develop into experienced operators in its training program. The inclusion in the quarterly average of the earnings of employees who are culled out or quit after working but a week or two in a quarter is bound to pull down the average to an extent where it cannot be said to be fairly representative of the earnings of a

group who are presumed to work throughout the quarter. For this reason, I am impelled to reject the Respondent's quarterly earnings proposal.

However, I am not satisfied that the Board's biweekly method of computation, although it reflects absences of less than 2 weeks and also longer absences because of pregnancy etc., fully takes into consideration all of the absences that a typical employee has during a normal year. The Respondent points out in its memorandum, and the General Counsel does not challenge this assertion, that 80 percent of the 159 of the incumbent and replacement employees used as the control group for the operators in Group 5 earned less in the backpay period than the sum which is the total of the biweekly figures for each of the 2-week periods covered in the Specification. Since the Specification itself shows that absences of 3 or 4 weeks are not uncommon,[5] it appears that the failure of the earnings of this high percentage of the employees in the control group for the operators to comeup to the total indicated in the Specification may be due to the failure of the biweekly formula used by the Board fully to reflect the normal incidence of absences longer than 2 weeks.

While the General Counsel in the course of his investigation has endeavored to uncover all periods of unavailability for employment for all of the employees here involved, where the investigation is carried on 5 or 6 years after the event, employees are very likely to be unable to recall all of the periods during which they were unavailable for employment. No excepted periods of em-

[5] While the Specification also shows that certain employees did not appear on the payroll for periods ranging from 2 weeks to well over a year, on the present record I cannot assume as to employees who did not appear on the payroll for periods longer than 3 months that they were on a leave of absence. It is more likely that the failure of such employees to appear on the payroll was the result of their quitting the Respondent's employ, and that their reappearance on the payroll was due to the Respondent's rehiring of them. The 3 months; dividing line is based upon my conclusion that 3 months is the maximum period that employees of the economic level of the Respondent's operators are likely to take off from work due to pregnancy.

ployment appear in the Specification for slightly over half of the employees who allegedly have never been offered reinstatement. The further fact that, with a very few exceptions, pregnancies and illness were the only reasons given in the Specification for excepted periods of employment also tends to confirm my conclusion that the General Counsel, despite his best efforts, probably has been unable to uncover all of the periods of unavailability which should have been excepted.

Another factor which causes me to question whether the Board's biweekly formula fully takes into account absences of more than 2 weeks is the testimony of Compliance Officer Jones concerning the results of a comparison which he made for the last two quarters of 1955 between the average actual quarterly earnings of strikers after they had returned to work and the figure given in the Specification as the measure of backpay for strikers during these periods. The comparison was made for the operators in Group 5 only, and for the purpose of making the comparison the General Counsel included the earnings of the employees who worked throughout the respective quarters. These comparisons showed that for the 3rd quarter of 1955 the average earnings of 48 returned strikers was $375.68. The comparable figure given in the Specification for the gross backpay during that quarter was $410. Thus it appears that the figure for the gross backpay given in the Specification overstates the actual earnings of the 48 returned strikers who worked throughout the quarter by about 9 percent. In the 4th quarter of 1955, 79 returned strikers worked throughout the quarter. Their average earnings during this quarter were $323.71. The gross backpay stated in the Specification for that quarter is $355.05. According to my arithmetic, the gross backpay figure contained in the Specification overstates the actual earnings of these 79 returned strikers by 3.5 percent.

Under all the circumstances I am convinced that some adjustment in the Backpay Specification is necessary to compensate for the fact that the biweekly method of computation used in the Specification, although it takes into consideration some absences, does not fully reflect the ex-

tent of absences longer than 2 weeks. The question remains as to the extent of an adjustment which would be fair to all concerned.

The comparisons made by Compliance Officer Jones indicate that for the last two quarters of 1955 the Board's biweekly method of computation overstates actual earnings of 9 percent and 3.5 percent, respectively. The Respondent's comparisons between the total quarterly earnings of the employees in the control group for the operators (the incumbents and the replacements) computed on the biweekly basis adopted in the Specification and the average quarterly earnings of all the employees who did any work during the quarter show a large variation.[6] The figures stated on page 9 with respect to the earnings for the 3rd quarters of 1955 and 1957 show, according to my calculations, that the Board's biweekly method results in a figure 20 percent higher for the 3rd quarter of 1955, and about 10 percent higher for the 3rd quarter of 1957, than when the Respondent's quarterly method is used.

However, I have found that the Respondent's quarterly method does not give the fair measure of the backpay to which the employees here involved are entitled to because it understates the earnings of employees who worked with normal regularity during the backpay period. In view of this fact and the further fact that the Specification takes into account longer absences because of pregnancy and illness, etc., I cannot accept the Respondent's suggestion that the Board's biweekly method of computation is high by about 20 percent.

The comparisons made by Compliance Officer Jones indicate that for the last two quarters of 1955 the Board's biweekly method of computation overstates actual earnings by 9 percent and 3.5 percent, respectively, in these quarters. President Rutter testified that normal absenteeism in the plant averaged approximately 1 day per employee per month. Assuming that there are 22 working

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[6] The Respondent in its memorandum offers other comparisons based upon facts not of record in this proceeding. I have limited my consideration to the facts which are in the record in this case.

days per month, this would suggest that employees were absent 4.5 percnet of the time each month on an average.

Upon consideration of all the evidence adduced in this case, I conclude that an adjustment factor of 6 percent fairly reflects the extent to which the Board's method of computation overstates the gross backpay due because it fails fully to reflect the absences which a typical employee has in a normal year. Accordingly, it will be directed that in computing the net backpay of each of the employees in Group 5 (operators), the figures appearing in the total gross column shall each be reduced by 6 percent.[7]

2. The employees in Groups 1-4

The Respondent asserts that by including in the control groups for the employees in Groups 1-4 only employees who had worked for the Respondent 6 months or longer the Board computed its average on the basis of the most experienced and capable employees in the four groups, thus raising the average. However, six out of the seven employees in Groups 1-4 had more than 6 months' experience, and, in view of the length of the backpay period, any overstatement of the seventh employee's earnings would be very slight, indeed.

With respect to the four employees in Group 1, the Respondent contends that the Board improperly lumped cutters, clicking machine operators, and spreaders in one group. It appears, however, that this grouping worked to the Respondent's advantage. Three of the four employees in this group. Breaud, Cerf, and Lewis, were in

[7] This determination, in effect, settles the question of the extent to which the employees here involved would have been absent during the backpay period (in addition to the extent taken into consideration in the Specification). Accordingly, it will not be pertinent hereinafter to inquire into actual additional periods of unavailability for employment on the part of the employees here involved. By not objecting to the use of some formula, the Respondent is in effect agreeing that proof of unavailability with respect to specific employees is inadmissible. Such unavailability in individual cases is necessarily subsumed in the use of the formula. The only alternative would be to abandon the formula and put the Respondent to its proof in each case. See *N.L.R.B.* v. *Brown & Root, Inc.*, 52 LRRM 2115, 2120, decided January 4, 1963 (C.A. 8).

a high pay category, each being paid at the rate of $1.45 per hour the last week before the strike, and the fourth, Lotten, was being paid at the rate of $1.23 per hour. Since more than one-third of the employees in the control group for the cutters and clicking machine operators were lower paid employees, the inclusion of their wages in the average would tend to lower the biweekly average used as the measure of the biweekly earnings of the three high-pay employees.

The Respondent argues with respect to the one employee in Group 4, Freddie Harris, that it is inequitable to take as the measure of his gross backpay the average earnings of those in both the truckdrivers and warehouse utility employees categories for the reason that the pay of the former is considerably higher than that of the latter. Since there does appear to be more than a 25-percent differential between the rates of the lower paid employees and the two higher paid employees who make up the control group for Freddie Harris, the Respondent's point is well taken, assuming, of course, that the Respondent establishes at the forthcoming hearing that Freddie Harris at the time of the strike was in the warehouse utility employee category rather than that of truckdriver. If this is properly established, the earnings of Ernest Cooley appearing on Appendix D-1 of the Specification will be taken as the measure of Harris' gross backpay, rather than the combined earnings of Cooley, Bayard and Woodard (see p. 58 of the Specification).

3. Conclusions

For the reasons stated above, I conclude that the method of computation used in the Board's Backpay Specification herein is a reasonable one under all the circumstances of the case, subject to the modification stated in the Order below.

ORDER

1. The method of computation adopted in the Backpay Specification heretofore issued herein is hereby approved subject to the modification that as to each of employees in

Group 5, the figures in the total gross column shall each be reduced by 6 percent.

2. As previously notified, the Respondent, within 5 days from the receipt of this Preliminary Intermediate Report and Order, shall file an answer to the Backpay Specification, as provided in Sec. 102.54 of the Board's Rules and Regulations, Series 8 as amended.

Dated at Washington, D. C. January 23, 1963

/s/ OWSLEY VOSE
OWSLEY VOSE
Trial Examiner

* * * *

TRIAL EXAMINER'S SUPPLEMENTAL DECISION IN BACKPAY PROCEEDING [1]

(Title omitted—Cases Nos. 15-CA-721
15-CA-723)

Before: *Owsley Vose*, Trial Examiner.

Statement of the Proceedings

This Decision supplements and is to be considered together with the Preliminary Intermediate Report and Order in Backpay Proceeding issued herein by the Trial Examiner on January 23, 1963, after a hearing in November 1962. In his Preliminary Intermediate Report the Examiner considered the method of computation of backpay adopted by the General Counsel in the Specification and concluded that it was an appropriate method of computation, subject to certain minor modifications.[2] The

[1] The Board's original decision herein is reported at 115 NLRB 388.

[2] On line 36 of page 11 of this Report the figure should be $335.05 instead of $355.05.

Backpay Specification, it will be recalled, raised issues growing out of the Company's alleged delay in reinstating 137 employees and its failure, in the period covered by the Specification, to reinstate 70 additional strikers. It covers the backpay accruing up to the end of the second quarter of 1961 and the evidence received in this proceeding in 1963 covers only the backpay accrued up to this date. Any backpay accruing after June 30, 1961, is subject to a later determination.

In the course of the proceedings in November 1962, the Examiner granted in part and denied in part the General Counsel's motion to strike the Company's answer in its entirety because of its alleged lack of specificity and noncompliance with Section 102.54(b) of the Board's Rules and Regulations, and granted the Company leave to file an amended answer. In his opinion issued at that time, the Examiner stated that the Company's amended answer, should conform to the Board's Rules and Regulations. At the hearing in November 1962, the Examiner emphasized his view that Section 102.54(b) of the Board's Rules and Regulations requires the filing of a meaningful answer, apprising the Examiner and the Board of the Company's position with respect to each of the employees named in the Specification. On January 29, 1963, the Company filed an amended answer to the Backpay Specification. Thereafter, on various dates between February 12, 1963, and September 30, 1963, a hearing was held on the issues raised by the Backpay Specification and the Company's amended answer thereto.[1]

[1] The following corrections are hereby made in the typewritten transcript of testimony given in this case at the hearing:

Page	Line	Correction
1511	17	Insert "except" between "answer" and "with"
1913	19	Add "Marie G. Lockett, recalled"
1940	6	Insert "Doris Earline Bowles, recalled"
2121	1	Change "awards" to "warning"
2121	2	Change first "it" to "I"
2554	10	Change "litigate" to "mitigate"
5213	1	Change "injuries" to "increases"
6376	21	et seq. Change "Desederia" to "Daisy Ray"

The foregoing is not intended to be a comprehensive list of corrections.

During the hearing motions were made by the General Counsel and the Amalgamated (hereinafter referred to as the Union) to amend the Specification, and by the Company to amend its amended answer. Where the effect of granting such motions when made by the General Counsel was to increase the liability of the Company, such motions, were denied, absent excusable error, newly available evidence, and like considerations. When motions to amend the Company's amended answer were made, and the effect of granting such motion was to open up new defenses to litigation, defenses of which the Company had knowledge or reasonably should have had knowledge at the time its amended answer was prepared, these motions were denied, absent special considerations. Other motions to amend the Specification and the amended answer, were granted.[2]

Repeatedly during the hearing the Company sought to cross-examine witnesses concerning the nature of the in-

[2] In the opinion of the Examiner, he was obliged to require strict observance of Section 102.54(b) of the Board's Rules and Regulations which deals with the contents of answers to Backpay Specifications. This Section requires specific and detailed answers to all allegations of the Specification and specifically states, as to matters within the knowledge of the Respondent, that "a general denial shall not suffice." In the Examiner's view, one of the primary purposes of the Board in adopting the specialized procedure for handling backpay cases was to narrow the issues to be litigated and to simplify the decisional process. This objective would be largely frustrated if the Company were to be permitted to adduce evidence concerning every possible defense which occurred to it in the course of a long trial. See *W. C. Nabors Co.*, 134 NLRB 1078, 182 and n. 6, enforced, 323 F. 2d 686 (C.A. 5), cert. denied, February 17, 1964. Cf. *United States Air Conditioning Corp.* 141 NLRB 1278, 1281-1282; *Liquid Carbonic Co.*, 116 NLRB 795. The same considerations which render it essential that the Company file specific and meaningful answers require that the General Counsel also be bound by his Specification. Particularly in the circumstances of this case, with the General Counsel having had access to the Company's records for years, the Examiner can see no reason to permit the General Counsel to enlarge the issues to be litigated in this proceeding, while at the same time holding the Company to be bound by its amended answer. Accordingly, the Examiner has attempted throughout this proceeding to hold the parties to their pleadings, except in the case of excusable error, newly available evidence, and the like.

vestigation conducted by the General Counsel in preparing the Specification, to adduce evidence concerning the General Counsel's alleged failure to cooperate with the Company in resolving its reinstatement and backpay problems, and the reasons for the delay in issuing the Specification. Evidence was received at the hearing concerning the fact of the delay in issuing the Specification, but evidence as to the reasons for the delay was for the most part excluded. The Examiner did offer to receive evidence of any wrongdoing or unlawful conduct upon the part of representatives of the General Counsel which may have contributed to the delay, but no such evidence was proffered. Evidence as to the General Counsel's alleged lack of objectiveness in investigating the matter and his alleged failure to cooperate with the Company in resolving the differences between them was also excluded in the absence of any offer to prove that wrongdoing or unlawful conduct on the part of representatives of the General Counsel was involved.

On December 9, 1963, the General Counsel and the Amalgamated filed briefs dealing with both the broad issues here involved and the specific cases of the 207 employees named in the Specification. The Company on the same day filed a memorandum covering its general contentions regarding its backpay obligation and not treating any of the individual cases. These documents have been carefully considered.

Upon consideration of the Specification, the pleadings as amended, the Examiner's observation of the witnesses, his review of the testimony and the exhibits, and the entire record in the case, the Examiner makes the following:

Findings and Conclusions

I. Preliminary statement; conclusions concerning the Company's reinstatement and backpay obligations flowing from its unfair labor practices during the strike

As found in the Board's original decision in this case (115 NLRB 388), on April 21, 1954, the Company's em-

ployees went out on a strike called by the Union, their duly certified bargaining representative. As the Examiner construes the Board's original decision, the Board determined that although the differences between the parties during the negotiations preceding the strike which caused the Union to decide on strike action may have been economic in nature, because of the Company's conduct "[f]rom the moment of the strike," which evidenced a "rejection of the very principle of collective bargaining," the strike was to be deemed an unfair labor practice strike from its inception.

Accordingly, the Board in its original decision provided for the conventional remedy usually entered in unfair labor practice strike situations, as follows:

> (b) Upon application, offer immediate and full reinstatement to their former or substantially equivalent positions to all those employees who went on strike on April 21, 1954, or thereafter, without prejudice to their seniority or other rights and privileges, dismissing if necessary all persons hired on or after that date, and make such applicants whole for any loss of pay suffered by reason of the Respondent's refusal, if any, to reinstate them, in the manner set forth in the section of the Intermediate Report entitled "The Remedy."

The "Remedy" section of the Intermediate Report, insofar as it is pertinent here, omitting footnotes, is as follows:

> . . . The Company shall also make whole such strikers for any loss of pay they may have suffered by reason of the Company's refusal, if any, to reinstate them, by payment to each of them of a sum of money equal to that which he would normally have earned, less his net earnings, during the period from 5 days after the date on which he applies for reinstatement to the date of the Company's offer of reinstatement. Loss of pay shall be computed on a quarterly basis.[1]

[1] In the Specification gross backpay is computed, not on a strict calendar quarterly basis, but on the basis used by the Company in

II. The applications of the strikers for reinstatement

On April 5, 1955, the Union mailed a registered letter to the Company which was admittedly received by it on April 6, 1955. The letter stated that the employees had voted to terminate the strike and continued as follows:

> Please be advised that each of the employees whose names are listed on the attached sheets hereby offers to return to work for your company unconditionally and immediately. Kindly inform us when and where these employees should return to work.

Attached to the letter was a list containing the names of 113 striking employees. The Union supplemented its April 5 letter with another letter, mailed on April 8, 1955, on behalf of 25 additional employees who, as the letter stated, were offering "to return to work for your company unconditionally and immediately." This letter was received by the Company on April 11, 1955.

Following the receipt of the Union's April 5 letter the Company telephoned Phillip Lampert, regional counsel for the Union, and told him to send the employees to the plant. Employees started coming in to the plant "in droves" at this time, as Eugene Rutter, the Company's president, testified, and consequently the Company called Lampert back and requested him to send the employees in at the rate of 20 a day. Lampert agreed to do so.

On April 11 the Company replied to the Union's letter of April 5 and April 8, as follows:

> We acknowledge receipt of your recent letters of April 4th and 8th, advising us that the strike has been officially terminated and that certain persons

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its records. Under the Company's biweekly payroll system, the quarters consist of an even number of weeks, ranging from 10 weeks in some quarters to 16 weeks in other quarters. In view of the fact that the Board's Order requires that backpay shall be computed on a quarterly basis and the further fact that the Social Security records give interim earnings by calendar quarters, it has been found necessary to recompute gross backpay on a strict calendar quarterly basis. This accounts for the differences in the amounts of gross backpay given in the Specification and those appearing in the Appendix below.

who participated in the strike are desirous of returning to their former employment.

We suggest that such persons as desire to return to work with us file application with our Personnel Office as soon as possible.

Since we cannot process all applications at one time, we would suggest that you have the applicants come in at the rate of no more than 20 per day.

Commencing on April 14, 1955, the Union started notifying employees named in its April 5 and 8 letters to make personal applications for reinstatement. The Union gave these employees a form letter to give to the Company, the text of which is as follows:

> In reference to our correspondence of recent date, M ..... is applying for employment. She would prefer the job she had prior to the strike.
>
> However, she is willing to accept any available employment if her former position is available.

The Union, in compliance with the Company's request to send the employees in at the rate of 20 a day, notified the employees to go to the plant at intervals. A number of employees testified that they did not attempt to make a personal application for reinstatement until they were notified by the Union to do so. The Examiner finds that the experience of these employees is typical of that of the strikers as a whole who made personal applications for reinstatement shortly after the strike ended.[1]

Thereafter, on April 22 and May 13, 1955, the Union

[1] In making this finding, the Examiner is relying not only upon the testimony of the above-mentioned employees to this effect, but also has considered offers of proof, made in question and answer form through various witnesses, such as Veoila Gibson Hamilton and Zearlee Franklin. The Examiner has reconsidered his rulings excluding testimony on this point, and hereby reverses it, concluding that the testimony of these witnesses that the Union had told them to go to the plant and file a personal application for reinstatement was relevant and material to the question whether the Union had acquiesced in the abandonment of its original requests for reinstatement on behalf of the employees named in its April 5 and April 8 letters.

sent the Company the names and addresses of certain additional employees who were offering to return to work for the Company "unconditionally and immediately." These letters were received by the Company on April 25 and May 14, respectively. In the Union's three letters, it requested immediate reinstatement on behalf of a total of 153 employees. Of these 147 are named in the Specification, the General Counsel having satisfied himself after his investigation that the Company had either reinstated the others or that they were not entitled to any relief herein. In its April 22 letter, the Union stated as follows:

> In response to your letter of April 11, 1955, we wish to point out that although we have sent your employees, who participated in the strike, to your Personnel Office in groups of 20 per day, as you requested, we consider those employees as having unconditionally applied for employment on the date you received our registered letters along with lists of names attached thereto.

In addition to the striking employees in whose behalf the Union submitted applications for reinstatement in one or more of the Union's letters of application, a total of 11 more striking employees made personal applications for reinstatement during the strike. In the period between the end of the strike on April 5, 1955 and March 9, 1956, an additional 52 strikers not named in any of the Union's letters of applications also personally applied for reinstatement at the plant. As appears more fully below, of the total of 207 strikers named in the Specification, the Examiner has found that 199 made valid timely applications for reinstatement, either personally or through the Union. The specific dates on which the various strikers applied for reinstatement and whether the General Counsel is relying on a Union letter or a personal application at the plant are set forth below in the discussion of the individual cases.

The Company contends that the Union agreed, in effect, not to rely on its original applications upon behalf of the 153 strikers named in its letters, but rather to rely

solely upon the personal applications thereafter made.[1] In support of this contention the Company relies on various facts, including the exchange of letters between the Company and the Union, the Union's compliance with the Company's request that it send the strikers to the plant at the rate of 20 a day, and the testimony of some of the employees that they did not personally apply at the plant until the Union told them to. In the opinion of the Examiner, this contention is not meritorious.

The Company's letter of April 11, 1955, as stated above, contained the following paragraph:

> We suggest that *such persons as desire to return to work* with us file applications with our Personnel Office as soon as possible. [Underlining added.]

The underlined portion of the above quotation, by indicating that only those employees who personally applied at the plant would be given consideration, treats the Union's blanket applications for reinstatement on behalf of the employees named in its two letters in being ineffectual insofar as creating any reinstatement obligation is concerned. As Eugene Rutter, the president of the Company, admitted, it was in fact the Company's position after the strike, that it would consider only the employees filing personal applications. Indeed, this is still the Company's position, as its amended answer is premised upon the assumption that the Union letters of application were not valid applications for reinstatement on behalf of the employees named therein.

By insisting in its April 11 letter upon a personal application by the striking employees named in the Union's

[1] The Company apparently no longer contends that the Union, unless it had been individually authorized to do so by each of the individual strikers named in its letters of application, lacked the authority to make applications for reinstatement on behalf of these strikers. It has long been settled that the statutory bargaining representative has the authority to apply for reinstatement on behalf of employees whom it represents regardless of whether individually authorized to do so or not. *Brown & Root, Inc.*, 99 NLRB 1031, 1041-1043, enforced, 203 F. ed 139, 147 (C.A. 8); *Efco Mfg. Co.*, 108 NLRB 245, 256, enforced without contest by Efco on this point, 227 F. 2d 675 (C.A. 1).

first two letters of application, the Company was exceeding its rights in the situation in which its unfair labor practices had placed it. In effect the Company was rejecting the Union's applications for reinstatement for the employees named in the letters. In such circumstances it appears unlikely that the Union would voluntarily waive the rights created by its letters of application, and clear proof of such a waiver would be required before the Examiner could sustain the Company's contention in this regard. The record in this case is lacking in such proof. Indeed, the Union's letter of April 22, 1955, makes it explicit that the Union was *not* abandoning its earlier blanket applications for reinstatement made on behalf of the employees.

The facts upon which the Company relies in support of its contention in this regard—the fact that the Union complied with the Company's request that it send strikers into the plant at the rate of 20 a day, that it notified the employees to go to the plant and make personal applications, and that it gave the employees the mimeographed letters of application to give to the Company when they personally applied—are not inconsistent with reliance on the Union's original blanket letters of application. These facts are just as consistent with the inference that the Union desired to be helpful in assisting the Company in handling the problem of restoring a large number of strikers to work in a short period of time. Particularly since the Union was under no legal obligation to facilitate the Company's reinstatement task, its efforts to cooperate should not be construed as indicating an abandonment of its earlier blanket applications, absent clear proof of a meeting of the minds in this regard. Such proof, the Examiner concludes, is lacking in this case.

Under all the circumstances the Examiner rejects the Company's contention that the Union in effect withdrew its original applications for reinstatement set forth in its April letters to the Company. Compare *N.L.R.B.* v. *Brown & Root*, 203 F. 2d 139, 147 (C.A. 8), enforcing 99 NLRB 1031, 1087, which involved a similar response from an employer to a union's blanket letter of applica-

tion.[1] The Examiner concludes that the employees named in the three Union letters of application made valid applications for reinstatement on the day that these letters were received by the Company. In view of this conclusion, in the cases of the employees named in any of the Union's letters of application, the Examiner has not included any discussion of the application other than to indicate in the heading of the individual case discussions that the employee is covered by a Union letter of application. This is done by the insertion of a "U" in parenthesis following the date of application relied upon by the General Counsel.

III. The Company's reinstatement of strikers and its retention of replacement employees in the months after the strike was called off

During the strike the Company hired back a number of strikers who filed written applications for reinstatement with it. It also hired a number of additional employees who were not working for it at the time the strike was called. As a result of its hiring and rehiring during the strike, the Company had on its payrolls at the time the strike ended 241 reinstated strikers and about 145 replacements, including 135 female replacements.[2] As

[1] The Examiner concedes, as the Company points out, that a union may "agree to modify an unconditional group request so as to require individual applications" (*Efco Mfg. Co.*, 108 NLRB 245, cited in the Company's memorandum.) However, as indicated above, the record fails to establish that such a modification was agreed upon by the Union in this case.

[2] This figure and the subsequent figures given concerning the number of female replacements are not represented to be exact. The information concerning the number of replacements on the Company's payroll at various times has been obtained from the Specification and from GC-47. (This is a reference to General Counsel's Exhibit No. 47). The Specification states the earnings of a control group of replacements for female operators for each 2 weeks in the backpay period. There has been no challenge in this proceeding of the accuracy of these figures, which were obtained from the Company's records. GC-47 is an exhibit compiled by the General Counsel from the Company's records, consisting of lists of all employees hired by the Company from the beginning of the

used in this Decision, the term replacement is used to refer to an employee hired during the strike and who was not on the Company's payroll when the strike began. These replacements were vulnerable to discharge to make room for returning strikers under the remedial provisions customarily entered by the Board in unfair labor practice strike situations.[1] As shown in the table below, after the strike was called off, the Company gradually reinstated additional strikers who had personally applied for reinstatement.[2] During the months following the strike, replacements became separated from the payroll at a much slower rate. With few exceptions, the reason for the separation of a replacement from the payroll does not

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strike to the end of the period covered by the Specification, giving the periods of their employment. These lists exclude all those used as replacements in the Specification and all employees appearing on the Company's prestrike payroll. As the General Counsel concedes, there are certain deficiencies in this exhibit. It includes *all* employees, i.e., supervisors, office clericals, and others who may not be in the appropriate unit. It excludes others who do not appear on the Company's April 17, 1954 payroll, the last payroll before the beginning of the strike on April 21, 1954), who conceivably may nevertheless be entitled to employee status, for example, because of being on a leave of absence due to pregnancy. In view of the fact that nonunit employees constitute a very small percentage of the percentage of the Respondent's employees as a whole and that a relatively small percentage of the Respondent's employees were likely to have been on a formal leave of absence at the time the strike was called, the overstatement of the number of female replacements at any time necessarily is relatively small. Such overstatement, in the opinion of the Examiner, does not destroy the usefulness of the exhibit. The Company did not challenge the reliability of the information contained upon the exhibit, but objected on the grouds that the admitted deficiencies in the exhibit impaired its usefulness.

[1] At the time the strike terminated, the hearing had already been held before a Trial Examiner of the Board of charges that the Company had by its unfair labor practices caused or prolonged the strike, and the Company was therefore apprised that its treatment of the returning strikers would be closely scrutinized by the Board.

[2] In general, the Company did not reinstate any striker solely on the basis of a union letter of application. As Rutter testified, unless a striker personally applied at the plant the Company had no knowledge of her availability.

appear on the record. Consequently, in most cases it cannot be assumed that the replacements separated represented dismissals to make room for returning strikers. Such separation may have resulted from voluntary quits, discharges for cause, or for other reasons.

The figures given in the tables below show the cumulative total numbers of strikers reinstated in each of the first, second and third months after the strike was called off, and at the end of 1955. The table also shows the cumulative total number of separations of replacements occurring during the same periods.[3]

	Total number strikers having applied for reinstatement [4]	Total number strikers reinstated [4]	Total number replacements separated	Total number replacements retained
By				
May 5	180(13)	30(5)	11	128
June 5	189(17)	57(10)	25	113
July 5	193(18)	62(11)	32	104
Dec. 24	222(28)	132(12)	59	86

During the first 3 months after the end of the strike the Company hired nine female employees who were not on the payroll when the strike began. Between April 6, 1955, and the Company hired a total of 27 new female employees.[1]

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[3] The figures given are for female replacements only. It is only as to the female operators that the Company pleads a lack of a vacancy in their classification as a defense. Other defenses are pleaded as a defense in the case of the seven male strikers here involved.

[4] This figure includes both strikers named in the Specification and those not named. The number of the latter are given in parenthesis.

[1] These figures are ascertained from the Specification and from GC-47.

IV. The Company's general contentions regarding its fulfillment of its reinstatement and backpay obligations

A. *The Company's burden of proof contentions*

First, the Company objects to the Examiner's holding, in cases where the General Counsel has established a *prima facie* case of an application for reinstatement and a refusal of the application by the Company, that the Company has the burden of showing the nonavailability of a comparable job at the time of the application or other similar matters of defense. The cases, however, support the Examiner's ruling in this regard. *Mastro Plastics Corp.*, 136 NLRB 1342, 1357-1358. *N.L.R.B.* v. *Cambria Clay Products Co.*, 215 F. 2d 48, 56 (C.A. 6); *Snow* v. *N.L.R.B.*, 308 F. 2d 687, 695 (C.A. 9).

Secondly, the Company strenuously challenges the Examiner's ruling that it has the burden of establishing matters in diminution of damages, such as proving the amounts of interim earnings of employees and developing the facts regarding the efforts of the employees to mitigate damages. As to the broad principle that the burden in this regard is the employer's, the authorities sustain the Examiner. *Phelps Dodge Corp.* v. *N.L.R.B.*, 313 U.S. 177, 199-200; *Nabors* v. *N.L.R.B.*, 323 F. 2d 686, 692 (C.A. 5); *N.L.R.B.* v. *Brown & Root, Inc.*, 311 F. 2d 447, 454 (C.A. 8); *Fisher Construction Co.* v. *Lerche*, 232 F. 2d 508, 509 (C.A. 9); *Mastro Plastics Corp.*, 136 NLRB 1342, 1346; *Williston on Contracts*, Sec. 1360.

The Examiner recognizes that the law's imposing the burden of proof regarding such matters upon the employer places him in a very difficult position. In the nature of things, evidence concerning an employee's search for work is something peculiarly within the knowledge of the employee. It would be a rare case indeed, where an employer would have an independent means of ascertaining the facts concerning an employee's search for work years before.[1] And to develop the facts the employer has

[1] Even in the cases which are handled most expeditiously (assuming that the case is litigated in the courts), several years elapse between the events in controversy and the holding of a backpay hearing.

to rely on the employee whose interests are wholly adverse to those of the employer. Even if the employee exhibits the utmost good faith, memories dim with the passage of time, and if the employee is simply unable to recall the facts as to his search for work during his periods of unemployment, as some of the employees whose cases discussed below were unable to do, the employer has no real opportunity

On the other hand, however, it should be borne in mind that the law obliges employers to reinstate unfair labor practice strikers, upon appplication, dismissing replacements, if necessary. In over half of the cases here involved the Company defended its delay or its refusal to reinstate upon the grounds that it had no vacancy for the particular striker in her former operation. As found hereinafter, excepting in a very few cases, the Company did not even attempt to offer proof supporting this defense. In many of these cases, such proof as was adduced refuted the very contention being made. In other words, it established that a replacement was still working on the operation which the striker had done before the strike at the time of the striker's application for reinstatement. Thus the problems of proof concerning which the Company complains in this case were largely of its own making. As found above, the Company simply refused to dismiss replacements to make a place for the returning strikers.

To illustrate how the Company's failure to comply with its obligation under the Act compounded its problems, it may be helpful to consider the case of one of the employees, Dorothy B. Rubit, a trim-and-turn collar operator. The Company's records indicate that she applied for reinstatement during the strike, on February 2, 1955, but was not hired. Rubit was also named in the Union's letter of application dated April 5, 1955. Rubit was not reinstated to her old job until August 1956. However, Rubit was discharged 1 week later under circumstances indicating that her production was low. A replacement in Rubit's operation—trim-and-turn collar—worked almost continuously throughout the backpay period. Had the Company fulfilled its statutory duty in February or

April 1955, which it readily could have done, not only would it not have been confronted with the problem of Rubit's loss of memory concerning her search for work, but also it probably would not have been faced with such a serious problem of Rubit's loss of skill during her long period away from the plant.

Thus, while the law works a hardship on the Company in imposing upon it the burden of proof with respect to matters in diminution of damages, also to be considered is the hardship upon an employee such as Rubit, who as a result of the Company's unlawful conduct in refusing her application for reinstatement, has lost not only her steady job, but also her skill in the operation which she had performed for many years before the strike. As between the Company, whose unlawful conduct gave rise to the problem in the first instance, and the employee victim of this wrongdoing, it seems to the Examiner not unreasonable that the Company rather than the innocent employee should bear the consequences of its own unlawful conduct.

B. *The Company's contention based upon the General Counsel's delay in issuing the Specification, the nature of the General Counsel's investigation, and the General Counsel's alleged failure to cooperate with the Company in the course of the investigation*

The Company contends that the General Counsel unduly delayed in completing his investigation of the matters here involved, that he failed to be objective in his investigation of the facts concerning the Company's obligations flowing from its unfair labor practices during the strike, and that he failed to fulfill his obligation to cooperate with the Company in an effort informally to dispose of the differences between the parties. The General Counsel's alleged derelictions in this regard, the Company contends, all contributed to a denial of a fair hearing in this case.

These contentions must be rejected because the record is without the factual basis upon which such contentions

of necessity must be predicated, the Examiner having ultimately ruled (albeit not without first receiving some evidence bearing upon these issues) that none of these issues were properly before him for disposition and, in accordance with this ruling having refused, absent the proffer of evidence of wrongful or unlawful conduct on the part of the General Counsel which was not forthcoming, to permit the parties fully to develop the facts concerning these issues. The propriety of the Examiner's ruling in this regard is indicated by the decision of the Fifth Circuit in *Nabors* v. *N.L.R.B.*, 323 F. 2d 686, 688-689 (C.A. 5) certiorari denied, February 17, 1964, discussed more fully below.

It cannot be denied that there was a considerable lapse of time between the decision of the Court of Appeals for the Fifth Circuit enforcing the Board's Order herein involved and the issuance of the Specification herein. The opinion of the Court was handed down on June 10, 1957. The Court's decree, which, like the Board's Order, directed the reinstatement upon application of the striking employees, was entered on August 19, 1957. The Specification was issued on November 16, 1961. The Examiner, for convenience, refers to this lapse of time as a delay, without intending to suggest one way or another that the General Counsel is subject to criticism for the lapse of time involved.

To complete the factual picture on this point it should be stated that on November 7, 1957, the Mr. Henry J. Read, Company's attorney, mailed a letter to the Board stating in part as follows:

> As you know, we are handling the matter of complying with the decree of the United States Court of Appeals for the Fifth Circuit enforcing the order of the National Labor Relations Board in the subject cases. Our client has already complied with some of the provisions of the decree, and is presently engaged in bargaining with the representatives of the Amalgamated Clothing Workers of America. If any instance of a failure to fully comply with the order is brought to your attention, we would appreciate your

> contacting us promptly so that such corrective measures as may be necessary can be immediately taken in order to assure full compliance with the decree.

Between November 7, 1957, and March 22, 1960, when the General Counsel's representative requested that the Company make available to him records for analysis in connection with the compliance investigation in this case, there were no communications betweeen the General Counsel and the Company either orally or in writing. The General Counsel never replied to the Company's letter of November 7, 1957, apart from the letter of March 22, 1960, which the Examiner does not regard as responsive to the Company's letter of November 7, 1957.[1]

The *Nabors* case clearly holds that the mere fact of delay alone does not defeat backpay claims. As the Court stated (323 F. 2d, at 689), "the claims set forth in the backpay specifications are not barred by limitations or laches, and . . . the evidence offered by the petitioner to show irreparable injury caused by the delay was irrelevant." The General Counsel's investigation in the *Nabors* case, in which the delay was almost 4 years, involved only 21 employees, whereas the General Counsel's investigation in the present case involved well over 400 employees.

The Company's assertions that the General Counsel failed to be objective in his investigation of the case and sought to build up a case of liability on the part of the Company is not documented in the Company's memorandum and is wholly without foundation in the record, since, as stated above, this issue also was not litigated at the hearing. The contention is apparently based upon the Company's suspicions growing out of the General Counsel's refusal in advance to turn over to the Company its

[1] From the facts set out in the text above it may not be assumed, however, that the General Counsel had not investigated in the meantime the Company's reinstatement and backpay obligations. The General Counsel's letter to the Company's attorney, Mr. Read, which is attached as Exhibit F to the Company's amended answer, indicates the General Counsel had ascertained by this time that there were some 470 individuals as to whom there were reinstatement and backpay questions pending.

complete investigative files on the case. The Examiner, while declining to require any such sweeping disclosures, did require the General Counsel to produce, with respect to all employees named in the Specification regardless of whether they were called as witnesses by the General Counsel or the Company, all statements and other material falling within the scope of the *Jencks* rule, as applied to Labor Board cases.[1] As a result of the Examiner's refusal to permit an inquiry into the nature of the General Counsel's investigation, the record does not afford a factual basis for the critical comments about the General Counsel's investigation which are contained in the Company's memorandum.

As to the General Counsel's alleged failure to cooperate with the Company in resolving the reinstatement and backpay problems with which it was faced, this contention is based almost entirely upon the absence of communications between the Company and the General Counsel between November 1957 and March 1961. As indicated above, the Examiner cannot rule on this contention because it was not fully litigated at the hearing. It may be noted in passing that, contrary to the assertion in the Company's memorandum (p. 22), that Compliance Officer Loren Jones did not admit the General Counsel's lack of cooperation at all times prior to the filing of the Specification. Jones testified that after sending a letter about October 1961 requesting a statement of the Company's position with respect to the employees as to whom there remained reinstatement or backpay problems and receiving a reply from the Company, he did not attempt to discuss these problems with the Company or its representatives before the Specification was issued. In this same portion of his testimony Compliance Officer Jones testified that normally an employer gives some indication that he desires assistance about such problems and that no such indication was forthcoming from the Company.[1]

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[1] *Jencks* v. *United States*, 353 U.S. 657; *Ra-Rich Mfg. Corp.*, 121 NLRB 700.

[1] Jones testified that in 1961 he no longer regarded the Company's November 1957 letter as presenting a current request for assistance.

Furthermore it may be observed that the great bulk of the Company's asserted reinstatement problems arose in the period after the strike was called off in 1955, long before the Company was in contact with the Regional Office, and most of the questions which the Company stresses in its memorandum came up, as found herein, because the Company failed to recognize the Union's letters of application as constituting valid applications on behalf of the strikers named therein, and because the Company for the most part refused promptly to dismiss replacements to make room for strikers. As found below, there were only a relative handful of operators who presented reinstatement problems. Out of the 129 strikers as to whom the Company raised the "no vacancy" defense, the Company could have reinstated 113 of them at least by the time they personally applied at the plant by simply putting them back on their old operations, dismissing the replacements who were performing their former operations at that time. But the Company failed to do so, and much of the hearing was devoted to taking up the cases of such strikers. In view of the Company's widespread failure to fulfill its statutory obligation to the returning strikers it comes with ill grace from the Company to charge the General Counsel with a failure to cooperate in the investigation phase of the case.

In sum, the Examiner rejects the procedural bars which the Company seeks to raise as a barrier to consideration of the merits of the General Counsel's claim for backpay. He concludes that it is inconsistent with the effectuation of the broad public policies of the Act to permit a hearing for the purpose of determining the extent of the Company's fulfillment of its reinstatement and backpay obligations to be converted into a trial of the General Counsel's conduct of the investigation leading up to the issuance of the Specification.

C. *The Company's contention that it attempted in good faith to reinstate the strikers*

The Company contends that it attempted in good faith to fulfill its reinstatement and backpay obligations in

the period after the strike was called off. The Company points out that it reinstated a substantial number of strikers during the strike and urges that its progress in putting the strikers back to work after the strike was called off demonstrates that it made a good-faith effort to fulfill its reinstatement and backpay obligations. For this reason, the Company argues, it should be relieved of all further reinstatement and backpay liability.

In considering this contention it should be borne in mind the Company was in need of experienced workers after the strike was called off. The fact that well over 100 replacements were retained in the first few months after the strike was called off attests to the Company's need for workers. And, as Rutter testified concerning the Company's recurring need for workers, ". . . whether there has been a strike or not . . . . You can never get enough experienced operators to maintain the normal turnover that you experienced in running a plant the size of the Company's." The Company had over 600 employees when the strike began. Trained operators, according to Rutter, were one of the Company's valuable assets, the Company having an investment of between $500 and $600 in each operator by the time she attains the desired speed of operation. For this reason, Rutter testified, the Company was eager to have its experienced operators return to work after the strike.[1]

During the strike, with the exception of the period from May 11, 1954, to July 14, 1954, the Company was operating under a learner's certificate issued by the Wage and Hour and Public Contracts Division of the U.S. Department of Labor. To obtain a learner's certificate, which entitles an employer facing a shortage of experienced help to hire learners for a 480-hour training period of subminimum wage rates, the employer must certify that experienced workers are not available for employment.

[1] Other circumstances evidence the Company's need for workers in this period after the strike. Commencing in July 1955, the Company placed advertisements for workers in the New Orleans papers. In October 1955, the Company ran an ad seven times in the *Times-Picayune* for "Experienced Power Sewing Machine Operators on Shirts and Pants."

The learner's certificate became ineffective on April 7, 1955, a few days after the strike was called off. On November 7, 1955, the Company filed an application for a learner's certificate with the Department of Labor in which it stated in answer to a question concerning its efforts to obtain experienced workers, as follows: "We have standing requests with all our employees to bring in experienced acquaintances. We now have difficulty finding experienced persons who are now ready to work again." On the basis of this application a learner's certificate was issued to the Company on December 6, 1955, which was to remain effective until December 7, 1956.[1]

Despite the Company's need for workers after the strike was called off, the Company made relatively slow progress in reinstating strikers. It made even less progress in getting rid of replacements who were filling the strikers' jobs. As the figures in the table in part III above show, although there were about 135 female replacements on the payroll when the strike ended, and the Company thus had numerous positions which could be vacated to make room for returning strikers, in the first 3 months after the strike was over, the Company reinstated but 62 strikers.[1] There were 65 workdays in this period. Notwithstanding all the available vacancies, the Company restored strikers to their jobs at the rate of less than one a workday. Only 32 replacements left the payroll during this 3-month period.

By the end of 1955, 132 strikers had been reinstated, including 12 for whom no claim is made in this case. By this time 64 female strikers still had not been reinstated. Approximately 86 female replacements still remained on

[1] Rutter's testimony when originally examined about this subject matter was that the Company definitely had no learner's certificate between May 1954, and December 1957. However, when confronted with records obtained from the U.S. Department of Labor, Rutter admitted that he had been in error in his original testimony. Rutter explained his error by saying that he had been basing his testimony upon information in a certain file, and that through a filing error pertinent material had been placed in another file which he had not seen.

[1] This figure includes not only the strikers here involved, but also others as to whom no claim is made in this case.

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has considered the testimony of Karl Striegle, ineer specializing in the neddle trades industry, he Company to give his opinion of the Company's e reinstatement problem after the strike was dying the Company's records giving the time lag ns and reinstatement for the employees who ork, Striegle concluded, in view of the problems maintaining a balanced flow of work through Company had done an "above average" job of nstatement problem with which it was faced at e. Striegle's opinion, however, did not take into Company's failure to displace replacements to urning strikers. Nor did Striegle's conclusion of the approximately 70 employees here in- ver reinstated. In the opinion of the Examiner ctors which go to the heart of the matter about asked to give his judgment. For these reasons not regard Striegle's opinion about the Com- t efforts after the strike as being too persuasive.

continued. In each of the seven cases, it was brought out either on direct or cross-examination that at least one replacement was working at the particular operation of the particular striker involved up until the date the striker was reinstated, if not longer. As to the 20 employees in all, concerning whom the Company pleaded no vacancy as a full or partial defense, Rutter's own testimony established the availability of a vacancy at the time of the employees' application for reinstatement. Evidence tending to support the allegations of the amended answer was adduced as to only 16 of the 129 employees named in Schedules 6(d)(e), and (h). No evidence whatever was offered in support of this defense in the case of the 93 other employees as to whom this defense was pleaded. Since it was the Company's burden to establish the lack of vacancies it must be assumed that vacancies were available in the case of these 93 other returning strikers in this category.[1]

As to a number of other strikers the Company has offered no valid excuse for its failure to comply with their requests for reinstatement. This applies to 26 out of the 34 strikers listed in Schedule 6(b) of the amended answer as to whom the Company claimed that they had not made applications "at anytime after the strike terminated" either because of their having applied during the strike or because they were covered only by a Union letter of application after the strike was called off, which the Company refused to recognize as a valid application. In the same category as the latter group are all those listed in Schedule 6(c). Schedule 6(c) also proceeds on the erroneous premise that Union applications were invalid.

The procedure adopted by the Company for restaffing its plant after the strike was called off further evidences the failure of the Company to recognize its special obligations to the returning strikers. After consulting the

[1] In view of Rutter's testimony establishing the existence of vacancies in a majority of the cases which were specifically discussed by him, the Examiner cannot give Rutter's general testimony as to the lack of vacancies any great weight. This point is more fully treated hereinafter in the discussion of the Schedule 6(d) defense.

Company's attorney, it was decided to contact the employees as they had done in the past. Even where certain operators were badly needed to fill gaps in its production lines, the Company, consistent with its practice before the strike, in some cases merely sought to reach them by telephone. In some instances, as will appear in the discussion of the individual cases below, the Company upon failing to reach the striker personally on the telephone, let the matter drop there. In other instances the Company merely left messages for employees and did not follow up with registered or certified letters. The Company's records of these telephone calls were handwritten notes on scraps of paper which were undated and unsigned in most instances.

In July the Company sent post cards and mimeographed letters to certain strikers inquiring about their availability for work and requesting them to call at the plant, but the Company kept no copies of these post cards or letters. Admittedly, at no time prior to the hearing did the Company seek to contact strikers by registered or certified mail. Nor did the Company ever request the Union to assist it in locating a needed employee. All these circumstances indicate to the Examiner that the Company did not recognize its special obligations to the strikers growing out of its unfair labor practices during the strike.

Under all the circumstances, including the Company's slowness in reinstating strikers and its failure to dismiss replacements to make room for strikers, the Company's failure in a large majority of the cases to substantiate its principal defense of "no vacancy," its failure to recognize the Union's letters as constituting valid applications for reinstatement, and the circumstances indicating a lack of recognition on the Company's part of any special obligation to returning strikers, the Examiner concludes that the Company did not attempt in good faith to reinstate the strikers after the strike was called off.

V. The specific defenses pleaded in the Company's amended answer regarding individual strikers

A. *General discussion of the willful losses question*

Before discussing the cases of the individual strikers it may be helpful to treat the "willful losses" question which is involved in the case of each of the individual strikers. The question concerns the extent of the duty of an employee, whom the employer because of his unfair labor practices is obligated to reinstate, to seek interim employment in order to minimize his wage loss.

The scope of the employee's duty to attempt to minimize his wage loss was first authoritatively defined in *Phelps-Dodge Corp.* v. *N.L.R.B.*, 313 U.S. 177, 197-198, in which the Court spoke in terms of having deductions from gross backpay made "not only for actual [interim] earnings by the worker and also for losses which he willfully incurred." The Court in this same opinion went on to say that the Board, in passing upon employer contentions regarding employee failure to mitigate damages, should consider "a clearly unjustifiable refusal to take desirable new employment" (313 U.S. at 199-200).

The Board, construing the *Phelps-Dodge* decision, has held that the employee must make a good-faith effort to obtain interim employment to minimize his wage loss. However, this does not mean that the employee's search for work must meet with "success: it only requires an honest good-faith effort." *N.L.R.B.* v. *Cashman Auto Co.*, 223 F. 2d 823, 836 (C.A. 1). What constitutes a good-faith effort necessarily depends upon the facts and circumstances in each case. However, the following general guides are available. As stated in the Examiner's Report which was adopted by the Board in *Mastro Plastics Corp.*, 136 NLRB 1342, 1359:

> . . . it can be said that in broad terms a good-faith effort requires conduct consistent with an inclination to work and to be self-supporting and that such inclination is best evidenced not by a purely mechanical examination of the number or kind of applications for work which have been made, but rather by the

> sincerity and reasonableness of the efforts made by an individual in his circumstances to relieve his unemployment. Circumstances include the economic climate in which the individual operates, his skill and qualifications, his age and his personal limitations.

With these considerations in mind the Examiner discusses some of recurring questions which have arisen in passing upon the "willful losses" issue. Several of the employees here involved instead of attempting to find outside jobs, became self-employed, such as operating home laundries, beauty parlors, or furnishing a home sewing service. The Board has consistently held that such self-employment does not terminate an employer's backpay liability. *Harvest Queel Mill and Elevator Company*, 90 NLRB 320, 323; *L. B. Hosiery Co.*, 99 NLRB 630; *Mastro Plastics Corp.*, 136 NLRB 1342, 1350. The Courts have agreed that self-employment does not terminate an employer's backpay liability. *N.L.R.B.* v. *Armstrong Tire and Rubber Company*, 263 F. 2d 680, 683 (C.A. 5); *N.L.R.B.* v. *Efco Manufacturing, Inc.*, 227 F. 2d 675, 676 (C.A. 1); *N.L.R.B.* v. *Cashman Auto Co.*, 233 F. 2d 835, 836 (C.A. 1).

Other employees found employment during the backpay period as maids in private homes and did not seek work in sewing factories or other like establishments. Their earnings as maids were less than they would have earned working for the Company. Such situations, the Examiner concludes, do not warrant a finding of a willful loss of earnings on the part of the employees simply because they have not looked for factory work. It should be borne in mind that the employees here involved, with two exceptions, are all Negroes. All but seven were women. Their educational advantages were limited. It was the exceptional employee who had finished high school. They were presumably not trained in job seeking. A considerably greater number of job opportunities were presumably open to these Negro women as maids than as factory workers, if the normal ratio prevailed. To judge by the work histories of the employees here involved during and after the strike, housework was the kind of work to which

many of the employees here involved automatically turned when they lost their jobs in factories. In the opinion of the Examiner, this cannot be explained by the inherent attractiveness of domestic work. So it is reasonable to attribute the employees' choice of such work to the feeling that it was the best solution they could find for their joblessness. Under all the circumstances, failure to seek factory work, in the opinion of the Examiner does not constitute willfully incurring a loss in earnings. Cf. *East Texas Steel Castings Co.*, 116 NLRB 1336, 1344-1345, enforced 225 F. 2d 284 (C.A. 5) (welder's acceptance of lower paying job as a cabdriver).

A few of the strikers, upon obtaining 1 to 3 days' work a week as a maid, did not seek additional work, either as a maid or otherwise. These employees were not completely idle; yet they were not doing their utmost to minimize their losses. Should the Company be relieved of all its obligation to these women because they apparently were content to work less than a full week? The Examiner concludes that a reasonable solution to this problem is to hold that these employees were incurring a partial willful loss of earnings and to measure their gross wages by the ratio of the number of the days they were working to the number of days in a full workweek (the Company worked 5 days a week). For example, for a woman working 2 days a week as a maid in any quarter, her gross wages would be two fifths of the full gross wages of an employee working full time or seeking full-time work in that quarter.

Another question relates to the obligation of the employee who obtains interim employment in another sewing factory or similar establishment but who only works a short workweek. Must this employee seek other full-time employment on her days off or must she seek some sort of day's work on her days off. In the opinion of the Examiner, both of these questions should be answered in the negative. It does not seem reasonable to expect an employee who has worked fairly steadily 3 or 4 days a week to look for a 5-days a week job in which either the employee may not work out satisfactorily or the job may turn out to be of short duration.

A more difficult problem concerns the situation of an employee who obtains interim employment in a sewing factory which works steadily some weeks, but which may regularly have periodic layoffs of weeks, or occasionally months, in duration. Regarding layoffs of a few weeks duration, and it is not shown that the employee has no reasonable expectation of returning to work for this employer, the Examiner concludes that a failure to seek other work during this period does not constitute willful idleness. As to the layoffs of a month or more, even though the employee may anticipate being called back to work momentarily, it would appear incumbent upon her to seek other employment and, upon a showing that the employee had not looked for other work during such a layoff, the Examiner would find a willfully incurred loss of earnings.

However, in case it appeared that the employee was regularly registering for unemployment compensation benefits, a different result would be reached. The record in this case shows that under the Louisiana Employment Security Act in order to be eligible to receive unemployment compensation the individual must register for work and continue an active application for work. The Record also shows that registering for employment was one of the procedural steps taken each week when the employees reported to the office of the State Employment Service in connection with drawing their unemployment compensation. In these circumstances, absent a showing that the employee failed to accept a referral to a job, where it appears that an employee was registering for or drawing unemployment compensation, the Examiner would not be warranted in concluding that the employee by not making other efforts to obtain work was willfully incurring a loss in earnings during such periods.[1] This latter comment

[1] This is the Examiner's general conclusion in this regard. As stated below, there are one or two cases which the Examiner has found employees to have willfully incurred a loss in earnings during periods they were drawing unemployment compensation. In these cases, the Examiner concluded upon the facts of their cases, despite the fact that the employees were receiving unemployment compensation, that they were not genuinely interested in finding work.

applies only to employees having regular jobs who are temporarily laid off.

The Louisiana Employment Security Act contains a provision for employees drawing partial unemployment compensation where their employers can only offer them short workweeks or irregular employment. To draw partial unemployment compensation the employee registers, not at the office of the State Employment Service, but at his employer's establishment. The employee is not considered for referral to a job by the State Employment Service as the employee is regarded as bound to his part-time employer, and under the law it is regarded as desirable that this relationship be fostered. Even though the employee is not considered for referral by the State Employment Service while drawing partial unemployment compensation, in view of the policy embodied in the State law, the Examiner finds it inappropriate to hold such employees to be willfully incurring a loss of earnings while thus temporarily idle.

B. *The misconduct defense (applicable to the employees listed in Schedule 6(a)), of the Company's amended answer*

1. General discussion

For misconduct of strikers to constitute a defense to their reinstatement it must be "so flagrant or violent as to render him unfit for further service." *Trumbull Asphalt Co.*, 139 NLRB 1221, 1222. In such situations the Board normally withholds its normal reinstatement remedy, deeming such relief in such circumstances to be inconsistent with the *effectuation* of the policies of the Act. In determining during a strike whether alleged misconduct is of such a serious character as to warrant withholding the conventional remedy, consideration must be given not only to the provocation inherent in the Company's unfair labor practices which caused the continuation of the strike, but also to the realities of strike situations. See *Local 833, UAW* v. *N.L.R.B.* (Kohler Co.), 300 F. 2d 699, 702 (C.A.D.C.), and cases therein cited. It is with these principles in mind that the Examiner has

considered the incidents of alleged misconduct which are apparently relied upon as disqualifying from reinstatement the employees listed in Schedule 6(a) of the Company's amended answer.[1]

The Company asserts in its memorandum that it believed in good faith that the employees listed in *Schedule* 6(a) were guilty of serious acts of misconduct during the strike and, relying on *Rubin Bros. Footwear, Inc.* v. *N.L.R.B.*, 203 F. 2d 486 (C.A. 5), argues that although it may have failed in part to prove that the employees listed in Schedule 6(a) actually engaged in serious misconduct, since the record shows it believed in good faith that they had engaged in such misconduct, this is sufficient basis for denying reinstatement. While the Board has not acquiesced in the principle of the *Rubin* decision on the Fifth Circuit and the question is now pending before the Supreme Court in *N.L.R.B.* v. *Burnup & Sims, Inc.*, certiorari granted, 375 U.S. 983, even if the Supreme Court should ultimately sustain the *Rubin* principle upon which the Company relies, it would not be applicable in the present situation, which involves purely a question of remedy, and not the question whether an unfair labor practice has been committed.

Reinstatement of the strikers, upon application, was ordered in this case to remedy the Company's refusal to bargain collectively in violation of Section 8(a)(5), which the Board found prolonged the strike. In the *Rubin* case, unlike this case, the Board was considering the employer's refusal to reinstate economic strikers which was alleged to violate Section 8(a)(3) and (1) of the Act. In such situations, the employer's motivation for refusing reinstatement is in issue and the employer's belief as to misconduct may throw light on this issue. In the instant case, which involves the reinstatement of *unfair labor practice* strikers, upon application, the only question, as indicated above, is whether the employee has so seriously misconducted himself to render him unfit for further employment. In a case like the present the employer's mo-

[1] In view of the Company's failure to treat the employees' cases individually in its memorandum, the Examiner cannot ascertain precisely what conduct the Company is relying upon in each of the individual cases in which the misconduct defense is raised.

tivation at the time he refuses reinstatement is immaterial. Misconduct of a striker which is unknown to the employer at the time he refuses reinstatement might be the basis of the Board's withholding the reinstatement remedy. It is the nature and seriousness of the employee's conduct rather than the employer's belief in this regard which is determinative. It would be highly illogical and contrary to common sense to have the remedy for an employer's antecedent unfair practices to return on the employer's belief, no matter how mistaken he may be in fact, as to employees' subsequent conduct during a strike.

Before coming to the specific incidents of alleged misconduct which are apparently relied upon as disqualifying from reinstatement the employees listed in Schedule 6(a) of the Company's amended answer, it should be noted, in accordance with Rutter's testimony, that the Company during the strike adopted the policy of not reinstating the strikers who, in Rutter's words "were judged in our opinion to be the hard core that had repeated acts of violence." These strikers, Company witnesses testified, were informed when they personally applied for reinstatement of the reason for the Company's refusal.

Since 8 of the 15 striking employees listed in Schedule 6(a) of the Company's amended answer are implicated by the testimony to a greater or a lesser degree in a disturbance occurring outside the Company's plant on October 21, 1954, it may be helpful if the Examiner sets forth at the outset the salient facts concerning this incident.

2. The October 21, 1954, incident

Piecing together the testimony of the various witnesses concerning this incident, the Examiner finds as follows: A group of workers in the plant, tired of the harassments they had received at the hands of the strikers going to and from work, decided to do something about it on October 21, 1954. Among the group of about 12 who planned to take action that day was Hazel Tate, who was still employed by the Company at the time of the hearing. Tate, called as a witness by the Union, testified that this group decided to provoke a fight with the pickets during the lunch hour. It appears that, pursuant to the plans of

the group, empty coke bottles were *lines* up along the walls just inside the front door of the plant.

On this occasion two strikers were walking as usual, with their umbrellas. On the Pauline Street side of the plant, Lorraine Lyons was patrolling and Louella Johnson was walking in front of the building on Dauphine Street. At the strike headquarters, which was in the rear of a store at the corner of Dauphine and Independence Streets, across Independence from some houses which were then adjacent to the factory, about eight or more strikers were hanging around waiting to take their turn doing picket duty. A large number of workers were eating their lunches in front of the Company's warehouse (then being built) across Dauphine Street from the main plant.

Between 11:50 and 12 noon that day (the lunch hour ended at noon), Tate and others in the doorway of the plant started taunting the pickets with epithets, and "droves" of workers started coming out of the plant. One of these pushed Louise Gordon (also a worker) into Louella Johnson, who was walking with a picket umbrella in front of the plant. Louella called to Lula Mae Washington, a picket captain, who was preparing to commence picket duty. Lula Mae approached running, with other strikers following her. Tate challenged Washington to fight. About this time bottles started flying from the plant. Mary Fland ran from the large group of workers eating their lunch across the street to see what was happening to Louise Gordon, her niece. Fland was carrying a tree branch about 18 inches long. Fland got into an argument with Washington. While this was going on bottles and brickbats were flying back and forth thick and fast. A number of windows in the plant were broken, as was the door glass. In the melee Marion Randall was out on the head with a broken bottle. When Fland retreated inside the plant, she discovered that she had been cut on the back. Fland and Janie Kirk testified that they saw Washington with a penknife in her hand. It is undisputed that thereafter Fland and Washington "tangled," and then Fland discovered that she had been cut. Washington denied having a knife on any occasion during the strike. Washington's denial is not credited. In the Examiner's opinion, Washington was too sweeping in her de-

nials of strike harassment of workers during the strike to be believed. The Examiner finds that Washington was guilty of the stabbing. After the Fland-Washington altercation, the workers were ordered back into the factory. The whole incident lasted about 5 minutes. Work began on schedule when the second bell rang.

Tate, who was one of the ringleaders in the action against the strikers on October 21, 1954, was not discharged or laid off because of her participation in this affair, as the Specification shows. Fland also remained on the payroll despite her *aggressive* acts on this occasion. The record does not reveal what discipline, if any, was given to the workers who engaged in the bottle-throwing during this incident.

In view of the Company's failure to get rid of the workers who were guilty of the same conduct as the Company argues disqualifies the strikers from reinstatement and the further fact that the disturbance occurred in the course of a bitter strike which was prolonged by the Company's serious unfair labor practices, the Examiner finds that, with the exception of Lula Mae Washington, none of the participants in the October 21, 1954, disturbance has so misconducted herself by participating in this incident alone, as to render her unsuitable for further service with the Company.

3. Discussion of the individual cases

1. AMANDA BICKHAM

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)[1]	4-14-55[2]	Begins 4-14-55
Reinstated	No	No	Ends Still accruing[3]

[1] As indicated above, the notation "(U.)" indicates that the General Counsel is relying on a Union letter of application. Otherwise a personal application at the plant is relied upon.

[2] Unless otherwise specified, the dates here appearing are the dates stated in the Company's amended answer to the Backpay Specification.

[3] The term "Still accruing" refers to the situation as of June 30, 1961, the end of the period covered by the Specification, and does

Evidence adduced by the Company regarding misconduct? The only testimony concerning alleged misconduct on Bickham's part is that of Supervisor Drake to the effect that he saw her throwing bottles and brickbats during the October 21, 1954, disturbance. Bickham testified that she did not arrive in the vicinity of the factory until after the disturbance was over. In view of the fact that Drake's memory about many events during the strike was very hazy at the time of the hearing, the Examiner credits Bickham's testimony. In any event, as found above, Bickham's offense, if it in fact occurred, was not sufficiently serious to disqualify her from reinstatement.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Bickham worked for the New Orleans Laundry in 1955-2 [1] and the first half of 1955-3, after which she was laid off for lack of work. After that Bickham was referred for 2 days work as a dishwasher for which she was paid $8. For the rest of the backpay period and up until the time of the hearing, Bickham's only income was approximately $7 a week (admitted to be $360 a year in the Specification) which she received doing ironing in her own home.

Bickham's testimony about looking for other work while doing ironing at home is rather vague. She testified that after leaving the New Orleans Laundry she looked around at different places for work, but with a few exceptions could not remember where and when. When asked whether she sought employment at any sewing factory since she left the New Orleans Laundry, Bickham answered, "Yes, I did. I went to very few places." She could not recall the names of any such places where she applied for

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not necessarily mean that backpay is still accruing as of the date this Decision issues. In some cases this terminology is used even though the record indicates that the employee has accepted, or at least has been offered, reinstatement after June 30, 1961. For the information of the parties, the Examiner has attempted to indicate such facts where they have come to his attention, but in so doing does not purport to make binding findings as to such matters, which he regards as outside the scope of this proceeding.

[1] 1955-2 refers to the second quarter of 1955. For the sake of brevity throughout this Decision the various years and quarters will be referred to in this manner.

work in 1955. However, Bickham did remember that at some time or other she had applied for work at B. Bennett's sewing factory. When asked whether she could tell the name of any place she looked for a job in 1956 or 1957, Bickham answered that she could not remember. Bickham did recall that she had been sick for 1 month in 1957, and the General Counsel in his memorandum accordingly has eliminated all claim for February 1957. Regarding 1958, Bickham testified that she went to a few places looking for work, but that she could not remember the names. Bickham added that it was a number of places that she went to, and that all they would say was, "Don't call me, but I'll call you." When asked about the name of companies at which she looked for work in 1959, Bickman replied, "I don't go to any. I don't remember going to any company because I was still doing ironing at home." Bickham testified that she had a tonsil operation, which the Examiner finds caused her to lose 2 weeks work in the second half of February 1959.[1] Bickham admittedly did not look for work in 1960 because she was pregnant.

As the Examiner reads the foregoing testimony, the Company has not established that Bickham was not looking for work during the times in 1955 through 1958 when she was not occupied doing pressing work in her home. While Bickham's testimony by no means unequivocally shows affirmatively that she was attempting to find other or additional work in 1955 through 1958, in view of the fact that the "willful loss" defense is an affirmative defense, it was the Company's duty to clarify matters and establish that Bickham did not look for work in the years 1955-1958. Having failed to do so, the Examiner has no alternative but to conclude that the Company has not sustained its burden of proof with respect to the "willful loss" issue.[1]

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[1] No deduction is made for this period of unavailability because the 6 percent deduction takes care of such periods.

[1] The Examiner recognizes that the Company's burden in this respect, like that of all employers in backpay cases, is a heavy one, indeed. But the applicable law, as the Examiner understands it,

The Company's misconduct defense in the is rejected. Bickham willfully incurred s in the year 1959 by not seeking other rk in that year. Bickham's gross back- 1959 will be computed upon the basis of have earned working 2 days a week for

Applie / Reins	statement in	As admitted by Company	Backpay period As found by Examiner
Evn duct: ticipa (not	(U.)	4-20-55	No backpay

ed by the Company regarding miscon- identified by Daisy Ray as having par- with Octavia Smith and Anita Craft), in an assault on Ray in May 1954. ification of Brown as being a participant the 1963 hearing was uncertain, to say timony in the 1955 proceeding, when the more fresh in her mind, leaves no doubt mind that Ray knew who Elvera Brown the incident. Brown denied taking any nt and testified that at the time it oc- aiting outside a police station for the the union representatives being held ns more fully stated hereinafter, the t credit Brown's testimony in this re-

n employers. The Examiner has attempted eding to grasp the true meaning of the em- f, when an employee testifies, for example, ll looking for work during that period," the at the employee meant to convey that she did ing that period the Examiner has so found. the Examiner concludes from the language context, that the employee meant to convey not remember whether she looked for work, or she might not, the Examiner has found

Resolving the somewhat conflicting versions of the testimony concerning this incident given by Daisy Ray and Octavia Smith, who admittedly was involved, the Examiner finds that the following occurred on the occasion in question:[1] After Ray got off the bus upon arriving near her home (which is 52 blocks from the plant), a car stopped behind her containing a man and about six girls.[1] Octavia Smith got out of the car and approached Ray. Ray, who had worked at the plant before the strike and who had worked at the plant before the strike and who had stayed out on strike for only 3 days, became visibly frightened when she saw Smith approaching, although Smith was a very tiny person compared with Ray. Thereupon Ray pulled a pair of scissors from her purse and started jabbing at Smith. Smith almost simultaneously started hitting Ray. What next must have happened was that Smith started getting the worst of the affair. Whereupon she called for help and at least two other girls got out of the car. Ray ran back to the front steps of a house where a friend was sitting, with the girls from the car chasing her. One of the girls hit her with an umbrella and Ray fell on her back across the steps. There Anita Craft beat her with a stick, and Elvera Brown punched her in the stomach with an umbrella. Ray was beaten about the face and various places on her body on this occasion. She made her way home in the next block and called the police. The police came and found Ray still bleeding, so they took her to the hospital for treatment.[1]

As a result of this incident Elvera Brown, Octavia Smith and Anita Craft were identified to the police by Ray as having been her attackers, and they were all

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[1] The Examiner is relying upon the testimony given at both the 1955 and the 1963 hearings in making the findings which follow.

[1] While Smith testified that on this occasions he was on foot and alone, her explanation as to her destination at this time was very unconvincing, and her testimony as a whole left the Examiner with serious doubts about her credibility.

[1] The foregoing account is based largely on Ray's testimony. While the General Counsel points to certain discrepancies between Ray's 1955 testimony and that given by her in 1963, the Examiner finds none of sufficient significance to raise serious doubt concerning Ray's credibility.

charged with aggravated battery against Ray. A year later, in May 1955, the three women, Elvera Brown, Octavia Smith and Anita Craft pleaded guilty in Court, through their attorney, to simple battery upon Daisy Ray.

Elvera Brown impressed the Examiner as being a credible witness on the whole and some testimony was adduced supporting her alibi. However, after considering all the evidence bearing on this point, the Examiner concludes that he cannot accept Brown's denials that she attacked Ray, in view of her plea of guilty to this charge. Brown's plea of guilty, was made just 2 months after she testified in the first hearing and just a few weeks after she applied for and had been refused reinstatement. Consequently Brown must have known at the time she made the plea (or at least her attorney did) that her conduct during the strike had become an issue in the case. Making a plea of guilty under such circumstances cannot be dismissed as being merely in the nature of a settlement to avoid a trial of the issue, as the General Counsel and the Union suggest. Under all the circumstances, this was not a step to be taken lightly. The fact that such a plea was made at this time convinces the Examiner that Elvera Brown feared going to trial on the charge with which she had been booked. For these reasons the Examiner has resolved the credibility problems in this case as he has done, and finds that Elvera Brown was one of a group which followed Ray after leaving her work and made a severe physical attack on Ray. Brown's conduct, in the opinion of the Examiner was sufficiently serious to warrant her nonreinstatement.

Conclusions: The Company's misconduct defense is sustained in the case of Elvera Brown.

3. DOROTHY DANDRIDGE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)		
Reinstated	No		No backpay

Evidence adduced by the Company regarding misconduct: The testimony of various workers during the strike

implicates Dandridge in a number of incidents of misconduct. However, in view of the Examiner's conclusion regarding one incident, it is not necessary to review the testimony in detail. Regarding the most serious incident, it appears that early in the strike Dandridge and some other girls, together with Union Representative Dorsey, followed in a car Marian Randall Giles, Mercedes Simmons, and Dorothy Washington as they went home on a bus from the plant. When these women got off the bus at a transfer point, Dandridge accosted them. Brandishing a pistol in front of her, Dandridge berated Giles for working during the strike. Although Dandridge was recalled to the stand after Simmons and Washington testified about Dandridge having a pistol, Dandridge was not questioned about this incident. Consequently Simmons' and Washington's testimony in this regard stands undenied in the record and the Examiner credits it.

Mildred Johnson gave credible testimony about another incident involving Dandridge. On this occasion a half-ton truck was behind the bus on which she was traveling from the plant to her home. When Dandridge got off the bus, the truck continued on one-half block and parked. When she came near, several strikers, including Dorothy Dandridge and Veoila Gibson Hamilton, got out of the truck, and Dandridge hit Johnson on the shoulder with her hand. A fight ensued, in the course of which the shoulder strap of her purse became broken. Unidentified girls picked up her purse and ran with it. Later Dorothy Dandridge, Veoila Gibson Hamilton and Ed Reader were charged with simple robbery and with battery upon Dorothy Dandridge. Thereafter, each of the defendants pleaded guilty to the battery charge and the robbery charge was dismissed.

Two other incidents merit mention. Superintendent Drake testified at the original hearing in 1955 that Dandridge, Doris Lewis, and three or four others chased Joe Lee Congress one morning as she was walking towards the plant from the bus, and that he saw Dandridge throwing bricks and a garbage can cover at Congress on this occasion. Superintendent Drake further testified at the

1955 hearing that Dorothy Dandridge, Audrey Griffin, Anita (Pinky) Craft, Elmarie Lanier and about 15 others were involved in an incident with Rosalie Smith, who worked in the plant during the strike. Smith had entered a bakery shop about a block from the plant. The group of strikers was standing outside the shop. Drake went in his car to the bakery. When Drake parked his car in front of the bakery, the group walked up to the car with bricks in their hands and said, "You better not get her out of there, she is not going to get out of there alive." The Examiner concludes that Dandridge was not frank in her general testimony that she observed no incidents between workers and strikers during the strike, and has resolved questions of credibility adversely to Dandridge.

Conclusions: In the opinion of the Examiner Dandridge's conduct as a whole during the strike renders her unfit for further employment. Accordingly, the Company was justified in refusing to reinstate Dandridge.

4. JIMMIE LOU GREEN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55 (R-220)[1]	Begins 4-14-55
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding misconduct: The only incident of misconduct attributed to Green occurred at the time the strike began on the morning of April 21, 1954. Superintendent Drake testified concerning his observations that morning as follows: "There was a large gathering of employees immediately in front of the plant . . . . There were groups forming a chain line, zig-zagging back and forth in front of the main entrance . . . ." "[Green] seemed to be one of the leaders of the group who was preventing employees from entering the building, and she told me that I couldn't get in the building and proceeded to push me toward the street away from the door." Green testified that Drake "came

[1] This is a reference to the Company's Exhibit No. 220.

out and he pushed me from the side, and I grabbed him to keep from falling." Green denied blocking the door. It appears from the record in the main case that Drake was able to push his way through the massed strikers on this occasion and that after the *the* arrival of the police later that morning the number of pickets was reduced to two at each plant door. The Examiner finds that Green understated the extent of her activities on the morning in question and accepts Drake's version of the incident. The Examiner concludes, however, that Green's conduct was not sufficiently serious to warrant withholding the normal reinstatement remedy. See *Stewart Hog Ring Co.*, 131 NLRB 310, 312.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: With the exception of two periods during which Green was not available for employment and for which no backpay is claimed in the Specification, Green worked throughout the backpay period as a maid in a private home. For the first few months she worked only 3 days a week, but Green looked for other work on her days off. Thereafter, Green worked 5 days a week and did not look for other work during this time. The record shows that Green was not available for work due to pregnancy in 1957 rather than in 1956, as stated in the Specification. These same portions of 1957 will be eliminated in lieu of those portions excepted in 1956 because of pregnancy. Her interim earnings will be handled similarly based on $25 per week earning base. Her interim earnings throughout her work with Mrs. Victor Hess will also be recomputed based upon earnings of $25 per week to reflect the change in the gross backpay to a standard 13 week quarter. See note , p. *supra.* The total amount of interim earnings, thus redistributed, equals the amount reported in the Specification.

Conclusions: The Company's misconduct defense is rejected in Green's case. No willful loss of earnings has been proven. Green is entitled to backpay as set forth in the Appendix at p. 191.

5. AUDREY MAE GRIFFIN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	5-13-55 (U.)		No backpay
Reinstated	No		

Evidence adduced by the Company regarding misconduct: Griffin participated in the disturbance in front of the plant on October 21, 1954, which the Examiner finds, for the reasons above stated, does not by itself disqualify Griffin from reinstatement. In addition to testimony about this incident, the Company adduced the testimony of three other witnesses regarding incidents allegedly involving Griffin.

Rose Leonard credibly testified that on several occasions during the strike, after she got off the bus and was walking towards the plant, suddenly "a whole gang of people" would start "throwing bricks and bottles, sticks, anything they got their hands on in the street." Leonard identified Griffin, Elmarie Lanier and Ernestine Lanier as being in the group engaging in such activity. Leonard further testified that "a lot of time I took different routes, you know, get off the bus, you know, a couple of stops back and go another way to keep from being run to work." Mary Henderson testified that she "used to see one girl in particular, Audrey Griffin. She used to try to stop the people from going in . . . she had a stick sometimes . . . . She would just chase after. I never did see her hit anybody . . . . Some of [the people] would run." Henderson added that Griffin at the same time would curse the employees who were going to work. Henderson's testimony is credited. Griffin was also involved in the Rosalie Smith—bakery shop incident discussed in the case of Dorothy Dandridge. Griffin had died prior to the hearing in this case, and consequently her version of these incidents is unavailable.

Joe Lee Congress testified that one morning during the strike while she was walking from the bus stop to the plant, Griffin came across the street and struck her across the back with an umbrella. Congress added that

Superintendent Drake came up at this time and stopped the fight. For reasons set forth more fully below in the case of Doris Lewis, the Examiner finds, upon the basis of the testimony of Superintendent Drake, that Congress was mistaken in her identification of Griffin as being involved in this incident.

Conclusions: Upon the credited testimony of Rose Leonard, Mary Henderson, and Superintendent Drake, the Examiner concludes that Griffin's conduct during the strike was such as to render her unsuitable for further employment. The Company was therefore justified in refusing to reinstate her.

6. GUSTAVIA HAYNES (GALE)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55 (Exh. C)	Begins 4-14-55
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding misconduct: Since the Company did not brief the cases individually, it is not known what evidence the Company is relying on in the case of Gale. The General Counsel in his brief refers to the testimony of Edith Green in his discussion of this case, but contends that it does not implicate Gale. The Examiner agrees. Green testified concerning one occasion during the strike when she was returning home from paying some bills on which two girls approached and one, "Pinky" (Anita Craft, not involved in this case), hit her with a branch, and the other, whom she variously referred to as "Anastasia" and "Ernestine," hit her with a stick. When asked "Pinky's" real name, Green replied, "I think they told me her name was Gustavia Hanley." Haynes denied being involved in any fights or going to the homes of any workers during the strike. In the opinion of the Examiner, the testimony above summarized falls short of establishing that it was Gale who was involved in this incident.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: With the excep-

tion of brief intervals during the first part of the backpay period, Gale was employed throughout the backpay period. From November 1955 until November 1962 Gale worked for Schram Bros., another sewing factory. At times during her employment by Schram Bros. Gale was drawing partial unemployment compensation, because full-time work was not available. The record establishes Gale's search for work during her intervals of unemployment, either by personal application or by registration at the State Employment Service, or both. Haynes earned $20 working as a maid 1 day a week for 5 weeks during 1955-2, which is not shown in the Specification.

Conclusions: The Company has not shown that Gale engaged in misconduct during the strike. No willful loss of earnings has been proven. Gustavia Haynes Gale is entitled to backpay as set forth in the Appendix, which reflects the deduction of Gale's additional earnings as a maid. See p. 192.

6. ROSE MARIE HICKS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55 (Exh. C)	Begins 4-14-55
Reinstated	No	No	Ends Still accruing

Evidence adduced by the Company regarding misconduct: Ida Fleming, when questioned as to whether she had seen "Rose Marie" at the scene of the disturbance outside the plant on October 21, 1954, answered, "Yeah, she was there." When asked on cross-examination about knowing "Rose Marie Hicks by sight," Fleming replied, "Rose Marie Hicks, I guess I know her but I don't know her by name. I couldn't place who that is." This is the only evidence which the Examiner is aware possibly linking Hicks with misconduct during the strike.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: With the exception of the year 1955 and a 6 or 7-month period in the first part of 1959, Hicks worked fairly steadily in sewing fac-

tories in the backpay period, although she did not regularly have full-time work. Hicks could not recall whether or not she looked for work during her longest period of unemployment, which was from the end of the strike to some time early in 1956, when she got a job with E. H. Blum. With regard to this period the Examiner concludes that the Company has not sustained its burden of proving that Hicks was not looking for work at this time. As to the other period of unemployment, the record shows that Hicks searched for work both by making personal applications and by registering for unemployment compensation with the State Employment Service. The Specification inadvertently fails to include backpay for Hicks for 1956-2, during which she earned $399.70 working for Blum's (as shown by the Social Security records). The Examiner finds that Hicks had additional interim earnings not set forth in the Specification of $8 for 1 day's work at Excel in 1959-1 and that Hicks earned $3 per week doing dressmaking at home during 1959-1 and 1959-2.

Conclusions: The Company has not shown that Hicks engaged in misconduct during the strike. No willful loss of earnings has been proven. Rose Marie Hicks is entitled to backpay as set forth in the Appendix, which reflects the inclusion of 1956-2 and the additional interim earnings found above. See p. 193.

8. ELMARIE LANIER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-20-55 (R-220)	No backpay
Reinstated	No	No	

Evidence adduced by the Company regarding misconduct: Elmarie Lanier was one of the participants in the October 21, 1954, disturbance outside the plant which the Examiner has found, for the reasons explained above, not to disqualify her from reinstatement. Elmarie Lanier was also involved with her sister, Ernestine, Audrey Griffin, and others in chasing Rose Leonard as she walked

to the plant from the bus stop and pitching bricks, bottles, and sticks at Leonard. Mary Fland testified that "a couple of times Elmarie and Ernestine Lanier and their brother drove by her house and pitched rocks at it.

Elmarie Lanier was also involved in the incident witnessed by Superintendent Drake in which a group of strikers were awaiting the departure of Rosalie Smith from a bakery shop with bricks in their hands. This incident is more fully discussed in the case of Dorothy Dandridge. Elmarie Lanier was not called as a witness and consequently the testimony of Leonard, Fland and Drake is undenied. It is credited.

Conclusions: In the opinion of the Examiner, Elmarie Lanier's conduct during the strike renders her unsuitable for further service, and the Company was justified in refusing to reinstate her.

9. ERNESTINE LANIER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-20-55 (R-220)	No backpay
Reinstated	No	No	

Evidence adduced by the Company regarding misconduct: Aside from her participation in the October 21, 1954 melee, Ernestine Lanier was one of the group, including her sister, Elmarie, who chased Rose Leonard and threw bottles and sticks at her as she walked to the plant from the bus stop. As Leonard credibly testified, this chasing occurred "about every day" "when the strike was really on."

As found above, Ernestine Lanier also was engaged with her sister and brother in pitching rocks at the home of Mary Fland. This happened on two occasions. Ernestine Lanier was not called as a witness in this proceeding.

Conclusions: Ernestine Lanier's conduct during the strike renders her unsuitable for further employment, and the Company was justified in refusing to reinstate her.

10. LOUIS LARRIEU

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-18-55	4-18-55 (Tr. 1187)[1]	No backpay
Reinstated	No		

Evidence adduced by the Company regarding misconduct: Superintendent Drake testified as to Larrieu's participation in the October 21, 1954 disturbance outside the plant, which the Examiner has found, under all the circumstances of the case, not to warrant disqualification from reinstatement. When questioned about any other incidents involving Larrieu, Drake testified that he saw Larrieu hit Louis Perrin, a mechanic, over the head from behind with some sort of an object like an umbrella or a stick, which caused Perrin's head to bleed. Larrieu was not called to deny Drake's testimony. While the General Counsel contends that Drake's testimony regarding the assault upon Larrieu was too vague both as to the nature of the weapon used and regarding the timing of the attack, the Examiner concludes, in view of the 8½ years intervening between the incident and the giving of Drake's testimony and all the other circumstances of the case, that Drake's testimony is entitled to credit.

Conclusions: Larrieu's attack on Perrin is sufficiently serious, in the opinion of the Examiner, to disqualify him from reinstatement.

11. DORIS LEWIS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	5-23-55 (Exh. C)	No backpay
Reinstated	No	No	

Evidence adduced by the Company regarding misconduct: Superintendent Drake testified that during the strike he observed Joe Lee Congress walking down In-

[1] This is a reference to the page number of the typewritten transcript of testimony in this case.

dependence Street towards the plant, and that when she reached a point opposite the strike headquarters at Independence and Dauphine Streets, he saw Doris Lewis come running across the street and punch Congress in the back two or three times with an umbrella. Drake emphasized that he was certain in his identification of Lewis as being involved in this incident. At the original hearing Drake credibly testified that Lewis was one of a group of five or six strikers who chased Congress on this occasion.[1] At the hearing Lewis was not questioned about this incident.[2]

Conclusions: In the opinion of the Examiner the conduct of Lewis in chasing Congress and punching her on the back with an umbrella renders her unfit for further employment, and the Company was justified in refusing to reinstate her.

12. LEONARD LEWIS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-21-55 (R-220)	Begins 4-14-55
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding misconduct: Theodore Batiste, one of the Company's *foreman* testified regarding a scuffle between Lewis and one Turner, as Turner was entering the Company's uptown plant one morning during the strike. Batiste's testimony is as follows:

> Well, Leonard was walking right by the entrance of the driveway and he would walk no further than from one end or the other of the driveway in the morning, so when he saw me coming he got out of the way, but Turner was coming walking, and I passed Turner just before I got to the driveway, and

[1] The Examiner does not agree with the General Counsel's contention that Examiner Buchanan discredited Superintendent Drake's testimony about this incident (115 NLRB, at 402).

[2] This is the attack which Congress erroneously attributed to Audrey Griffin.

> by the time I parked my car I heard this slushing and slashing and water and mud, and I couldn't figure out what happened; I thought Leonard had gone and Turner had gone around the corner, did, so I got out of my automobile and I went back and there they were fighting right in the ditch of mud and water. So I turned and made Turner go inside. And Leonard, he got up and he went to the corner where he was stationed at the corner of Danneel, I think.

While Batiste further testified that Lewis had the habit of twirling his umbrella when a worker passed in such a manner as to nick the cheek of the worker, he admitted that he had not seen the fight between Turner and Lewis start, had not heard what the two men were saying to one another, and did not know who was responsible for starting the fight.

Lewis' testimony about the fight is as follows:

> . . . I was picketing back and forward in front of this gate and to the corner which was nearly a half block distance and all the workers had passed and gone into the gate and I passed many of them in the same spot where I passed him and when he (Turner) got there he bumped into me and before he said anything he hit me and that's when I grabbed him and when I grabbed him we fell. And one of the foremen who was watching the gate at the time, they locked it after the employees went in, he came out and grabbed me and pulled me off and that's when he started hitting me under the eye and he turned me loose and pulled this fellow in and that was the end of it.

Lewis further testified that both he and Turner were charged in court with disturbing the peace and that the charges were dismissed.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Lewis worked throughout the backpay period at Haspel's except for short periods during which he drew unemployment compensation.

Conclusions: In view of the fact that there is no evidence that Lewis was responsible for starting the fight with Turner—in fact the only evidence is to the contrary —the Examiner finds that the Company has not sustained its burden of proof with respect to Lewis' alleged misconduct. No willful loss of earnings has been proven. Leonard Lewis is entitled to backpay as set forth in the Appendix. Due to the change to the calendar quarter system of computation, backpay is included for 1955-4 which is not listed in the Specification. Backpay for other quarters listed in the Specification has been reduced for the same reason. The net effect of the change to calendar quarters in the case of Lewis is to reduce the net amount of backpay due. See p. 197.

13. LEONARDINE SMITH

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)		No packpay
Reinstated	No		

Evidence adduced by the Company regarding misconduct: Smith participated in the October 21, 1954, disturbance outside the plant, which the Examiner has found not to justify nonreinstatement. Besides this, Smith is implicated in one other incident during the strike involving Josephine Hunter. Superintendent Drake testified that Hunter called him on this occasion and asked him to meet her at the bus stop, and she would be late for work. Drake was waiting at the bus stop when Hunter arrived. As Hunter got off the bus, Drake saw three strikers, including Leonardine Smith and Manny Mae Gross, running towards the bus. When they reached Hunter, according to Drake, they "started beating her about the back with an umbrella and a purse," and then Manny Gross "got ahold of her hair and started swinging her around by her hair . . . they finally stopped because it got to be a standoff. She had done got one of the other girl's hair and they were just gripped there in a deadlock." The General Counsel cites Drake's testimony

at the 1955 hearing, but I do not read it as he does. This testimony indicates that towards the end of the fight Smith was also trying to separate Hunter and Gross, but it does not absolve Smith of hitting Hunter.[1] At the time of the hearing, Leonardine Smith was confined to the State Hospital at Jackson and was unavailable to testify. Drake's testimony is credited.

Conclusions: Leonardine Smith's attack on Josephine Hunter, in the opinion of the Examiner, is sufficiently serious to disqualify her from reinstatement.

14. OCTAVIA SMITH

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	No packpay
Reinstated	No		

Evidence adduced by the Company regarding misconduct: Octavia Smith was involved in the attack on Daisy Ray in May 1954. The facts concerning this incident have been discussed in the case of Elvera Brown. The Examiner has found that Brown's conduct on this occasion was such as to disqualify her from reinstatement.

The General Counsel urges with respect to Smith that in view of the fact that Daisy Ray started the fight by jabbing at Smith with her scissors, Smith was justified in defending herself in the manner in which she did. The Examiner would certainly agree if it had simply been a fight between the two women with no others involved. But here a group of strikers followed Ray as she got off the bus some miles from the plant where she was employed. This was not an infrequent occurrence during the strike. Ray's reaction to being followed in this manner by a group presumably hostile to her because of her abandonment of the strike was not surprising, and hence

[1] Contrary to the General Counsel's contention, the Examiner concludes that Examiner Buchanan in the earlier proceeding credited Drake's testimony concerning this incident, but ruled that Union responsibility had not been established.

Ray's jabbing at Smith with the scissors is not to be regarded as provocation in the ordinary sense which justified Smith and the others acting as they did. For these reasons the Examiner concludes that Smith's actions are not to be regarded as justifiable self-defense.

Conclusions: By participating with the group of strikers who followed Ray on her way home from the plant and by taking part in the attack on Ray which followed, Octavia Smith has so misconducted herself as to warrant the Board in withholding the normal reinstatement remedy in her case.

15. LULA MAE WASHINGTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55 (Exh. C)	No backpay
Reinstated	No		

Evidence adduced by the Company regarding misconduct: As found above, Washington stabbed Mary Fland in the back during the October 21, 1954 disturbance. The General Counsel concedes that if Washington was guilty of such conduct, the Company would be justified in refusing to reinstate her. The Examiner agrees.

Conclusions: The Company has sustained its misconduct defense in the case of Lula Mae Washington.

C. *The failure to apply after the strike defense (Schedule 6(b))*

1. General discussion

The employees listed in Schedule 6(b) of the Company's amended answer fall into three categories. The largest group is composed of those who were named in one of the Union's April 1955 letters requesting reinstatement of strikers and who did not apply personally at the plant at any time. Consistent with the position taken by it in the period after the strike in 1955, the Company contended in its amended answer filed in January 1963 that the 16 employees in this category had not validly applied

for reinstatement. The Examiner's holding that the Union's letter of applications constitute valid application for reinstatement on behalf of the employees named therein disposes of the Company's contention regarding the employees in this category.

The second category included in Schedule 6(b) consists of strikers who admittedly applied for reinstatement during the strike and did not again apply either during or after the termination of the strike. As to these employees, it apparently is the Company's position that they were obliged to apply again and again to demonstrate their continued interest in reinstatement. The Examiner believes that the Company's reinstatement and backpay obligations cannot be so lightly shrugged aside. In the Examiner's opinion, a reinstatement application made by an unfair labor practice striker, whether made during or after the strike, creates a continuing obligation upon the employer to offer to take the employee back, an obligation which, absent special circumstances, can be terminated only by an unconditional offer of reinstatement.

The third category of employees listed in Schedule 6(b) consists of those as to whom there is a genuine controversy as to the fact of the employee's application for reinstatement. As appears more fully below in the discussion of the individual cases, there were originally eight employees in this category. The case of one, Eloise Epps Morrison, the Examiner in effect dismissed at the hearing. In two other cases, Irene Alexee Burrell and Dorothy Weathersby, the Examiner has resolved the conflicting testimony in favor of the Company's witnesses. In one of the five remaining cases, Sonora Barnes Rochon, there was no effective denial of the employee's testimony concerning her application.

In two of the remaining four cases of controverted applications the employees testified that they filled out written applications and left them at the plant. The Company in these two cases relies upon the fact that no such applications were found in its files as establishing that no application had been made. This raises the question of reliability of the Company's record-keeping system.

Rutter testified generally that the Company was systematic about taking care of and filing all applications from returning strikers. The fact that there is no dispute about the filing of written applications in all but a very few cases suggests that on the whole the Company's records were quite complete. On the other hand there are sufficient indications of weakness in the Company's record-keeping system to lead the Examiner to conclude that the absence of an application in the Company's files cannot be regarded as conclusive of the fact that none was filed.

During the hearing, the Company requested leave to amend its answer in the case of various employees because of the belated discovery of information which was inconsistent with that pleaded in its amended answer which was filed in January 1963. See the cases of Eunice Johnson, Marion Banks Kennedy, and Lorraine Lyons. The case of Lyons perhaps best illustrates the weakness of the Company's record keeping system. In its amended answer the Company alleges that Lyons did not apply for reinstatement until May 11, 1956. Rutter was questioned about Lyon's application for reinstatement as follows:

> Q (By Mr. Read) Now, Mr. Rutter, would you tell me the first application you have in the file for this witness, following the strike?
>
> A Mr. Read, the first one I have in her file is dated May 11, 1956.
>
> Q This was for Lorraine Lyons?
>
> A For Lorraine Lyons, but there is a part of her file, production file, employment record that is not here. The notations in our Respondent's 200 indicate Lorraine Lyons applied pregnant and now can work two and a half months, 4-15-55. I don't have that application and apparently there was an application of 4-15-55. The original portion of this girl's record, production card, and apparently that application are not here. I think we can make a further search of the files and find it. You will notice this notation—incidentally, she was then sent a letter, on Respondent's Exhibit 219, to report to work on Thursday, July 21, 1955.

Q Now, you said something about part of this file being lost. Can you tell us what you know about that?

A I didn't know anything about it until I looked in her file just now, and I note that we have a segment of her employment record dated 60, 61, 62, and we have additional parts of her record, absentee forms, separation notice, daily tardy report dated back to 1952, 1953, 1959, which indicate that somewhere along the line, either my secretary did not pull the entire record or that is filed separately and was not put together for some reason or another.

Similarly, in this case of Alma Wallace, as to whom the Company in its amended answer pleaded that it had received no application at any time after the strike terminated, the Company's file contained no application from Wallace, although in Exhibit C to the amended answer it is stated that Wallace applied on November 28, 1955. When questioned as to the basis for the inclusion of the information concerning Wallace, Counsel for the Company stated that "there is apparently nothing in neither the Board's files or our own which throws any light on it, . . . other than the notation to the effect there was an application sometime in November, although there is no written application in the file." Another employee as to whom the Company pleaded no application received after the strike is Bessie Cooper Lee. Yet Exhibit C attached to the Company's amended answer shows that an application for reinstatement was received from Cooper on April 20, 1955. This discrepancy was not explained at the hearing. Similarly in the case of Yvonne Parnell, as to whom the Company pleaded an application dated of "9/ /55" and whom the Company had previously listed in Exhibit C as having applied on September 13, 1955, the Company was apparently unable to produce the application.[1]

[1] The Examiner draws this inference from the fact that the Company did not respond to the Examiner's request to produce the application and from the fact that the Company did not state in its amended answer the date in September 1955 on which Parnell applied.

Further light on the adequacy of the Company's filing and record keeping system is cast by Rutter's testimony regarding the Company's possession of a learners certificate during and after the strike. As stated above, at first Rutter testified that the Company positively did not have a learners certificate from May 1954 to December 1957. Later on, confronted with undisputable proof as to the error in this testimony, Rutter testified that he had been relying on his study of certain files, and that inadvertently material which should have been included in the files which he had reviewed had been omitted, causing him to misstate the facts.

For these reasons the Examiner cannot rely on the absence of a written application in the Company's files as conclusive evidence that no such application was filed.

2. The individual cases

16. ESTRELLA ALEXANDER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	1-24-55	1-24-55 (Exh. C)	Begins 2-1-55
Reinstated	5030-55		Ends 5-30-55

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Alexander was employed throughout the backpay period at Excel Mfg. Co. She earned $217.99 in 1955-1 and $246.93 in 1955-2.

Conclusions: No willful loss of earnings has been proven. Estrella Alexander is entitled to backpay as set forth in the Appendix, which reflects the deduction of Alexander's earnings at Excel. See p. 180.

17. IRENE ALEXGEE (BURRELL)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	6-7-55		No packpay
Reinstated	No		

Evidence adduced by the General Counsel regarding Burrell's application for reinstatement: Burrell testified that each June in 1955, 1956, 1957 and 1958, upon completing her school year at Southern University College A & M at Baton Rouge, she returned to New Orleans and filled out written applications for employment at the Company's plant. Burrell testified about her first application in detail. She gave her completed application to the personnel clerk who left with it and went towards the back of the plant. Upon the personnel clerk's return, Burrell was informed that there were no openings, and that she would be notified if an opening occurred. Burrell testified that the same thing happened each time she applied. When questioned about the Company's employment application form, Burrell was able to recall in some detail the nature of questions thereon.

Rutter testified generally that the Company was systematic about taking care of and filing all applications from returning strikers and that the Company's files contained no applications from Burrell whatever. It was stipulated that if Johanna Schwab Hurley, the personnel clerk, were called to the stand, she would testify that she had no recollection, one way or another, about events occurring after the strike was called off.

On this phase of the case, the Examiner must decide between Burrell's testimony that she repeatedly filed written applications for reinstatement with the Company and the fact that the Company's files contain no such applications. This is a difficult chore because on the one hand, there was nothing in Burrell's demeanor on the stand to indicate she was not being accurate in her testimony, and, on the other hand, the Company's records of applications filed, at least those filed after the strike was called off, were quite complete. Indeed, in only three other cases is there any controversy about the filing of written applications and these all involved written applications filed in 1954. In all the other cases where employees credibly testified that they had filed written applications, the Company was able to produce these applications, or at least admitted that such applications had been filed. However, this does not mean that the Examiner regards the Com-

pany's records as being conclusive on this score. See the discussion in part 1, above.

However, there are aspects of Burrell's testimony which raise serious questions concerning the accuracy of her testimony that she repeatedly filed written applications with the Company. Thus, Burrell, upon being questioned about places she had applied for work in July and August, 1955, replied, "It is possible that I applied for work at the Meal-a-Minit Restaurant in 1955." Later, Burrell definitely stated that it was in 1955 that she applied and was hired by Meal-a-Minit. Thus it appears that Burrell in her mind was linking her employment by Meal-a-Minit with the year of her first application for reinstatement.

The record establishes, however, that Burrell first worked for Meal-a-Minit in 1958. This is seen in the Social Security records which show that Burrell worked for two concerns doing business at 1000 Canal Street, New Orleans, during 1958-3 and 1959-3. This is the address of Meal-a-Minit.

With respect to 1958 and 1959 Burrell first testified that she did not look for work in 1958 and 1959, other than the part-time work for Orleans Parish School Board. Subsequently, after the General Counsel questioned Burrell about working for two employers whose names were unfamiliar to her, and as to whether it was possible that these other employers were the same as Meal-a-Minit, the General Counsel asked Burrell whether she recalled whether she might have worked for Meal-a-Minit in July, August or September of 1959. From this point on, Burrell placed the dates of her employment by Meal-a-Minit as being during the summers of 1958 and 1959, which is in accordance with the facts stated in the Social Security records.

After weighing all of the factors casting light on the accuracy of Burrell's testimony regarding her applications for reinstatement, the Examiner concludes that in this case the absence of any application in the Company's files is more persuasive than Burrell's testimony that she filed written applications in 1955, 1956, 1957 and 1958. As above, noted, Burrell was inaccurate in her original testi-

mony that she worked at Meal-a-Minit in 1955, after filing an application with the Company. Burrell impressed the Examiner as being shrewd enough to sense, from counsel's questioning, that there was a discrepancy between her testimony and information in the records before the General Counsel. From that point on, Burrell stated that her employment by Meal-a-Minit was in 1958 and 1959. This unexplained changing of her testimony leads the Examiner to conclude that he cannot rely on Burrell's testimony about her repeated applications to the Company for reinstatement.

18. VICTORIA ALLEN

Reinstatement		Backpay period
As alleged in Specification	As admitted by Company	As found by Examiner
Applied 4-5-55 (U.)		Begins 4-14-55
Reinstated No		Ends Still accruing [1]

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: With the exception of 1957-2 and 1957-3, Allen had some employment in each of the quarters for which backpay is claimed in the Specification. In 1956-1 and 1956-2 Allen worked only about a week in each period, and this was for Schram Bros. While Allen showed a tendency to overstate her efforts to find work, from her work record as a whole the Examiner concludes in accordance with Allen's testimony that she needed a job and looked for work whenever she was unemployed. The Specification inadvertently fails to state earnings of $15.75 at Haspel's in 1959-1. This sum will be added to Allen's interim earnings. Due to the change to the calendar quarter method of computation Allen is entitled to backpay for 1959-4, which is not included in the Specification.

Conclusion: No willful loss of earnings has been proven. Victoria Allen is entitled to backpay as set forth in the Appendix, which reflects the adjustments stated above. See p. 180.

[1] Allen was offered and accepted reinstatement during the hearing.

19. SONORA BARNES (ROCHON)

Reinstatement			Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	5-6-55		Begins 5-16-55
Reinstated	No		Ends Still accruing [1]

Evidence adduced by the General Counsel regarding Rochon's application for reinstatement: Rochon testified that in October or November 1954, before her mother died (her mother died on May 7, 1955), she filled out an application for employment at the Company's plant, that the girl in the office took the application and left, and that she returned a while later and informed Rochon that she would call her. Rochon's testimony in this regard is not denied. As stated above, Johanna Schwab Hurley, the Company's personnel clerk during and after the strike, was not called as a witness and it was stipulated that she had no recollection of these events, one way or another.[1]

Evidence adduced by the company regarding interim earnings and willful loss of earnings: Rochon was employed at Interstate Electric at the beginning of the backpay period on May 16, 1955, and worked there until July 20, 1955,[2] when she was discharged. At that time Interstate replaced its female order fillers with me. From her discharge by Interstate until her employment by Xavier University on December 5, 1955, Rochon did not look for other work. After working for Xavier University for 3 months, Rochon was discharged to make a job available

[1] During the hearing the Company sent Barnes a letter offering her reinstatement. Barnes apparently was ill at the time and later filed an application for reinstatement.

[1] Rutter was questioned concerning Rochon's application for reinstatement as follows:

> Q Did the company receive any application for employment from this claimant at any time *after* the stripe ended?
>
> A No sir, none in her file. [Underlining added.] This is not a denial of Rochon's testimony that she filled out an application in 1954.

[2] The Social Security records show that Rochon had $96 in earnings from Interstate in 1955-3.

for a needy student. About the first of April 1956, Rochon obtained a job with B. F. Davis as a facing front pockets operator, the same operation she had performed at the Company. Rochon continued to work for B. F. Davis until December 6, 1958, when she quit because she was required to do three girls work and also because her boss cursed her several times. After leaving B. F. Davis, Rochon did not look for employment until she obtained a job with Bonck's on October 3, 1960.[1] Rochon continued to work for Bonck's for the remainder of the backpay period, and was still working for Bonck's at the time of the hearing.

Conclusions: The General Counsel has sustained his burden of proof with respect to Rochon's application for reinstatement. The Company has proven that Rochon willfully incurred losses in earnings in the following periods: July 21, 1955, to December 5, 1955, and December 6, 1958, to October 3, 1960. No other willful loss of earnings has been established. Sonora Barnes Rochon is entitled to backpay as set forth in the Appendix, which reflects the deductions for Rochon's two periods of willful idleness. See p. 181.

20. IRA BERRY (PATTERSON)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	3-28-55	3-28-55 (Exh. C)	Begins 4-5-55
Reinstated	No		Ends 9-1-55

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Commencing on September 1, 1955, Patterson attended Southern University and obtained her degree in August 1958. No backpay is claimed in the Specification for the period Patterson was attending college. Thereafter Patterson obtained part-time work as a substitute teacher in the Orleans Parish Schools. Patterson testified that after she had ob-

[1] The dates given herein are estimated dates based in part upon the earnings figures shown in the Social Security records and in part upon the testimony of Rochon.

tained her degree she decided that she did not desire to return to work for the Company.[1] The Examiner concludes that Patterson, by her decision, withdrew from the dewing factory labor market. Accordingly, Berry's backpay period terminates on September 1, 1955. See *Mastro Plastics Corp.*, 136 NLRB 1342, 1345 (Pellay) 1387. Patterson named a number of employers' establishments at which she had applied unsuccessfully for jobs either during or after the strike but she was not able to recall for sure whether these applications were made during the 5-month period after she applied for reinstatement.

Conclusions: No willful loss of earnings has been proven. Ira Berry Patterson is entitled to backpay as set forth in the Appendix, which reflects the September 1, 1955, termination date. See p. 181.

21. LEONCE BREAUD, deceased, Estate of

Reinstatement		Backpay period
As alleged in Specification	As admitted by Company	As found by Examiner
Applied 4-5-55 (U.)		Begins 4-14-55
Reinstated No, died 12-4-68		Ends 12-4-58

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: In all quarters for which backpay is claimed in the Specification Breaud had earnings and they were substantial in all quarters except one.

Conclusions: No willful loss of earnings has been proven. The estate of Leonce Breaud is entitled to backpay as set forth in the Appendix at p. 182.

22. JUANITA COLUMBUS

Reinstatement		Backpay period
As alleged in Specification	As admitted by Company	As found by Examiner
Applied 4-5-55 (U.)		Begins 4-14-55
Reinstatement (offered)	7-15-55	Ends 7-15-55

[1] The Examiner permitted an inquiry into this subject matter after the Company had offered Patterson reinstatement at the hearing.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Columbus was employed throughout the backpay period at Haspel's.

Conclusions: No willful loss of earnings has been proven. Juanita Columbus is entitled to backpay as set forth in the Appendix at p. 185.

23. BESSIE COPPER (LEE)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-20-55 (Exh. C)	Begins 4-14-55
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding interim employment and willful loss of earnings: With the exception of 1955-2 and two periods during which Lee was unavailable due to pregnancy, Lee had earnings in each quarter covered by the Specification. In 1955-2 Lee unsuccessfully sought work at various sewing factories. For about 2 years commencing in the last half of 1958 Lee worked for another sewing factory. At all other times, Lee did housework. While Lee did not work a full 8-hour day every day at housework, she testified concerning her efforts to obtain more remunerative work by applying at sewing factories, restaurants, 10-cent stores, department stores, a hotel and hospitals. Lee was quite vague as to the dates on which she made these applications. However, in view of Lee's work record as a whole and her testimony that she was in need of and repeatedly looked for work, the Examiner concludes that the Company has not shown that Lee failed in her obligation to mitigate damages.

Conclusions: No willful loss of earnings has been proven. Bessie Cooper is entitled to backpay as set forth in the Appendix at p. 185.

24. ESTELLE CORNISH (DAVIS)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	7-15-55		Begins 10-1-55
Reinstated	No		Ends Still accruing[1]

[1] The Company offered Davis reinstatement during the hearing.

Evidence adduced by the General Counsel regarding Davis' application for reinstatement: Cornish testified that "anywhere between three and six months? after the strike, she called the Company, talked to the receptionist over the telephone, and that the following conversation ensued:

> And I told my name, and she wanted to know whether or not I had worked before, and if so, had I worked at Rex, and I told her yes, and she wanted to know when did I quit, and I told her I was out since the strike, and she told me to hold on for a minute, and then when she returned to the phone she said, she asked what operation, I said side seamer, and when she did come back to the phone she told me there was no need for side seamer that they didn't have any vacancy.

The Company has had the same receptionist or personnel clerk, Johanna Schwab Hurley, throughout the period involved in this case. Hurley was not called to the stand. It was stipulated that Hurley had no recollection of the events testified to by the various witnesses for the General Counsel and that consequently she would not be able to testify whether or not they occurred. The Examiner credits Davis' undenied testimony concerning application for reinstatement, but in view of Davis' uncertainty as to the date of the telephone call, finds the date thereof to be September 23, 1955.[1]

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: The backpay period begins October 1, 1955. Davis obtained a job at

[1] Rutter testified that Davis was such an outstandingly productive worker that had Davis applied, she would certainly have been hired. There is no showing that at the time of Davis' telephone call Davis was known to Superintendent Drake to be such a productive operator. Other needed operators were not recalled. In view of these facts and the further fact the Company was very slow in discharging replacements to make room for returning strikers, the Examiner does not regard Rutter's argumentative testimony as outweighing Davis' testimony about her application, which was in convincing detail and reflected the procedure which the Company normally followed in handling applications for reinstatement.

Nolan Marshall Photographers at $25 per week in November 1955 and was employed there up until about May 1, 1956, when she ceased working, due to the closing up of the studio and also the fact that she was expecting a baby in July. In lieu of the earnings stated in the Specification to have been earned at Nolan Marshall Photographer, the Examiner finds, in accordance with Davis' testimony and with the General Counsel's admissions in this regard, that Davis' earnings with this employer were as follows (adjusting for calendar quarters): 1955-4; 1956-1, $325; 1956-2, $100.[2]

Davis testified that she believed that she started looking for work after the baby was born about October 1, 1956. This eliminates 1956-3 from the Specification. Davis stated that she went to the State Employment Service, that she was registered for both factory and secretarial work, and that the Employment Service checked the factories for her, but did not give her any referrals. According to Davis, she needed work, and generally speaking, was looking for work all the time. However, as the Examiner construes Davis' testimony she did not actively seek employment in 1957 and the first part of 1958. As she testified, "after my going around to these different places, well, I just found I couldn't get any . . . . I would leave my name and number and whatnot, and I just waited, and time passed and then I reapplied in 1958," just before the schools let out for the summer. On the basis of Davis' testimony as a whole, the Examiner eliminates all four quarters in 1957 and 1958-1 from the Specification. Thereafter in 1958 Davis repeatedly consulted the State Employment Service about jobs, and also called the Company about work. She was told by the Company's receptionist that she would have one of the foremen call her if there were any openings. Davis, however, was unsuccessful in obtaining employment anywhere. On February 1, 1959, Davis became unavailable for work because of her second pregnancy.

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[2] Since Davis' earnings at the YWCA during these quarters were supplemental earnings for Saturday and Sunday work at a job which Davis held while working full time for Nolan Marshall Photographers, the Examiner sustains the General Counsel's exclusion of Davis' YWCA earnings from her interim earnings.

Conclusions: The General Counsel has established that Davis applied for reinstatement at least by September 23, 1955. Aside from the quarters mentioned above, which will be eliminated from the Specification, no other willful loss of earnings has been proven. Davis is entitled to backpay as set forth in the Appendix which reflects Davis' additional interim earnings at Marshall Nolan Photographers. See p. 185.

25. LENORA DAVIS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	3-17-55	3-17-55 (Exh. C)	Begins 3-25-55
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Davis went to work for L. Frank & Co. on April 11, 1955, and has worked for that Company ever since.

Conclusions: No willful loss of earnings has been proven. Lenora Davis is entitled to backpay as set forth in the Appendix at p. 186.

26. SHIRLEY EDGERSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	1-11-55	1-11-55 (Exh. C)	Begins 1-17-55
Reinstated	3-7-61	3-7-61	Ends 3-7-61

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Edgerson obtained employment at Schram's shortly after she applied for reinstatement at the Company in January 1955. This was irregular employment and during one of her periods of layoff at the end of 1955-2 and the beginning of 1955-3 Edgerson worked a short while at Bonck's.[1] At this job

[1] Edgerson placed this employment by Bonck's as being in 1956. The Examiner believes that Edgerson was mistaken in this regard and that the Social Security records, which show that Edgerson

Edgerson earned $24 in 1955-2 and $12 in 1955-3. These earnings are not set forth in the Specification. Edgerson quit this job, and went back to Schram's. Again laid off by Schram's near the end of 1955-4, Edgerson was unemployed for over two quarters. This is Edgerson's most substantial period of unemployment in the entire backpay period. In 1956-3 Edgerson obtained a job at Bennett's which she quit after about a week because she did not like it.[2] Edgerson was again hired by Schram's in 1956-4 and worked throughout this quarter, the following quarter, 1957-1, and part of 1957-2, at which time she was again laid off by Schram's. After this layoff Edgerson was unemployed until about the middle of 1957-4. After both of these layoffs by Schram's, Edgerson looked for work, as she testified, because she could not afford to wait to receive her unemployment compensation. One of the places Edgerson applied during her 1956-2 layoff by Schram's was the Company. About the middle of 1957-4 Edgerson obtained a job as a maid in a private home which she kept until about the middle of 1950-4, at which time she quit in order to accept what she hoped would be a better job at Bonck's. After about a week Edgerson quit because she did not like the people working at Bonck's. Edgerson then obtained a job with Schram's which she kept for about 3 weeks until she was again laid off. The next employment obtained by Edgerson was as a maid for Father Dummett. The Examiner finds that Edgerson earned $25 per week for 9 weeks in 1961-1 working for Father Dummett. In lieu of the $45 shown to have been earned at Tulane Shirt

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was employed by Bonck's in 1955-2 and 1953-3, are more reliable than Edgerson's hazy recollection.

[2] While Edgerson's quitting of this job probably was unjustified, and would have warranted a projecting forward of her earnings at Bennett's until she obtained her next job, pursuant to the *Mastro Plastics* principle, the record contains an insufficient evidentiary basis for doing so in this case. Thus, it fails to show when Edgerson quit her job at Bennett's. As far as the record shows, Edgerson may have quit her job at Bennett's in the final week of 1956-3, and then started working for Schram's at the beginning of 1956-4, in which event, there would be no time during which earnings could be projected forward.

1961-1 [1] there will be substituted as Edgerson's 1961-1 interim earnings the $225 which Edgerson earned working for Father Dummett. Edgerson left working for Father Dummett to return to the plant on March 7, 1961.

Conclusions: No willful loss of earnings has been proven. Shirley Edgerson is entitled to backpay as set forth in the Appendix which reflects the substituted interim earnings for 1961-1, and her additional interim earnings at Bonck's in 1955-2 and 1955-3. See p. 187.[1]

27. VERA FULTON

Reinstatement		Backpay period
As alleged in Specification	As admitted by Company	As found by Examiner
Applied 4-8-55 (U.)		Begins 4-19-55
Reinstated No		Ends Still accruing

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Fulton was employed throughout the backpay period in the food service department of the Orleans Parish School Board. Fulton worked only during the school year, which left her without employment during the summer. Fulton did not look for other work during the school year. Fulton testified that except for the past two summers (1961 and 1962) she had tried to obtain summer work or any work which paid more than her job with the School Board, but that she had been unsuccessful in this regard. While Fulton could not remember the dates on which she applied for work, during the summer, she did name various places where she had sought work summers, including sewing factories, hospitals, and a hotel. The Examiner credits Fulton's testimony concerning her search for work.

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[1] The Examiner concludes that the Specification erroneously includes $45 in earnings at Tulane Shirt in 1961-1. Tulane is the same as Bonck's and the Specification shows earnings of $35.20 at Bonck's in 1960-4. Edgerson credibly testified that she went from Bonck's to Schram's in 1960-4 and did not thereafter return to Bonck's (or Tulane).

[1] Due to the change to the calendar quarter method of computation, Edgerson is entitled to backpay for 1955-5 and 1959-4.

Conclusions: No willful loss of earnings has been proven. Vera Fulton is entitled to backpay as set forth in the Appendix at p. 189.

28. INDIANA PLUMMER GAMBLE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)		Begins 4-14-55
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: From the time the strike was over until the end of 1960 Gamble worked part time for the Costume Center for which she was paid $20 per week. Thereafter she commenced operating a variety store at the same address. The Specification credits Gamble with earnings of $20 per week throughout the backpay period. At the hearing the Company did not go into the question of Gamble's earnings while operating the variety store from 1961-1 on, and consequently the Examiner accepts the figures stated in the Specification.

With respect to a possible contention that Gamble has willfully incurred a loss of earnings by working only part time for the Costume Center, it may be noted that Gamble's earnings were not insubstantial and that she worked regularly throughout the backpay period. There is no showing as to the exact number of hours that Gamble worked for the Costume Center. Under all the circumstances the Examiner concludes that the record fails to establish that Gamble willfully incurred a loss of earnings.

Conclusions: Indiana Plummer Gamble is entitled to backpay as set forth in the Appendix at p. 190.

29. IDA HAYNES

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-22-55 (U.)		Begins 5-3-55
Reinstated	No		Ends Still accruing[1]

[1] Haynes was offered reinstatement during the hearing and apparently did not accept.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Haynes operated a beauty parlor in her home throughout the backpay period, but her net earnings were relatively small. Haynes testified as to her efforts to find other work in 1955-1957, which include visits to garment factories and hotels. There is no evidence that Haynes failed to seek other work in the rest of the backpay period. Haynes was ill throughout 1955-2, and no backpay will be awarded for that quarter.

Conclusions: No willful loss of earnings has been proven. Ida Haynes is entitled to backpay as set forth in the Appendix at p. [1]

30. BERTHA HILL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	12-2-54	12-2-54 (Exh. C)	No backpay
Reinstated	9-19-55	9-19-55	

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Hill neither obtained any employment or looked for employment during the backpay period. Whether this is due to the fact that Hill was unavailable for work because of the fact that she was taking care of her sick grandmother or because she did not want other work is not clear in the record. However, in either event Hill would not be entitled to backpay.

31. HELEN HOLDEN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)		No packpay
Reinstated	No		

[1] At the hearing the General Counsel moved to amend the Specification to set forth additional expenses in operating Hayne's beauty parlor. The Examiner consistent with his practice of permitting the parties, absent extraordinary circumstances, to litigate only the issues raised by the Specification and the Company's amended answer, denied the General Counsel's motion to amend.

At the hearing the Examiner granted the General Counsel's motion to eliminate all claim for backpay in the quarters covered by the Specification. At the same time the General Counsel stated his position that the Company was obligated to offer Holden reinstatement and that he was not waiving any claim for backpay for subsequent quarters. The Examiner holds that the General Counsel has preserved his point. The determination of the amounts of backpay due Holden, if any, for subsequent quarters will be left to negotiations between the parties or to further proceedings, if necessary.

32. RUTH HUBBARD

Reinstatement		Backpay period
As alleged in Specification	As admitted by Company	As found by Examiner
Applied 4-5-55 (U.)		Begins 4-14-55
Reinstated 1-1-56		Ends 1-1-56

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Hubbard worked 6 half days a week as a maid for Mrs. Patricia Frank throughout the backpay period. She was paid $20 a week. During the strike Hubbard had unsuccessfully sought work at sewing factories, and after obtaining the job with Mrs. Frank did not look for other work. The record does not show the hours which Hubbard worked for Mrs. Frank. They may have been such that it would have been difficult for Hubbard to find another part-time job which would fill out the rest of her days. The Examiner does not believe that it was incumbent upon Hubbard to attempt to locate another full-time job. Hubbard had a job which, judging by her earnings of $20 per week, must have occupied her for about two-thirds of each week. While it is possible that Hubbard might have obtained a full-time job, it might not have turned out to be a steady job, and any periods of unemployment would have contributed towards her loss of earnings. Under all the circumstances the Examiner concludes that Hubbard was justified in not looking for a full-time job while working for Mrs. Frank.

Conclusions: No willful loss of earnings has been

proven. Ruth Hubbard is entitled to backpay as set forth in the Appendix at p. 194.

33. OLIVIA JOHNSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	3-29-55		Begins 4-6-55
Reinstated	4-26-55		Ends 4-26-55

Evidence adduced by the General Counsel regarding Johnson's application for reinstatement: The General Counsel introduced into evidence GC-27, an application for employment signed by Olivia Johnson dated March 29, 1955, which bore the notation on the back that Johnson had been reinstated on April 26, 1955. This application was produced at the hearing by the Company at the request of the General Counsel. In this proceeding the Company did not challenge the facts set forth in the Specification concerning the dates of Johnson's application and of her reinstatement. On the witness stand, however, Johnson testified that she did not remember when she applied but that she was told to report for work the next day after she applied for reinstatement, and that that is what she did. The Examiner concludes that Johnson's application form which was produced by the Company is more reliable than Johnson's faulty recollection, and finds the facts concerning the date of Johnson's application and the date of her reinstatement to be as set forth in the Specification.[1]

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Under Johnson's recollection of the circumstances of her reinstatement there was no occasion for her to seek other employment since, as she recalled it, she reported for work the day after she

[1] Although the General Counsel tried this case under the assumption that the Company had stipulated as to the dates of Johnson's application and reinstatement—and the Examiner believes this to have been the Company's intention—the record does not show that the Company actually accepted the General Counsel's proposed stipulation in this regard.

first applied at the Company. Accordingly, Johnson testified that she did not look for other work after applying for reinstatement at the plant. In the opinion of the Examiner, Johnson's recollection concerning the events in question is so poor and so contrary to the undisputed facts of the matter, that no reliance can be placed upon her testimony in this regard.

Conclusions: No willful loss of earnings has been proven. Olivia Johnson is entitled to backpay as set forth in the Appendix at p. 195.

34. LELA MAE COSTON LANDRY

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)[1]		Begins 4-14-55
Reinstated	No		Ends Still accruing

Evidence adduced by the General Counsel regarding Landry's interim expenses: Landry's credible testimony establishes that she spent considerably more than the $18 per quarter deducted for interim expenses buying the special shoes, stockings, and uniforms required in her work as a nurse's aide at Mercy Hospital.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: With the exception stated below, Landry worked without interruption throughout the backpay period and had substantial earnings. After working the first 2 years of the backpay period as a nurse's aide at Mercy Hospital, Landry worked for the rest of the time at B. F. Davis. While working full time at Mercy Hospital, Landry did not look for other work. Landry took maternity leave about the middle of 1959 because of the birth of her second child who was born on

[1] While Rutter tesitfied that according to his records Landry was known as Lela Mae Thompson, R-232, the Company's April 17, 1954 payroll, shows that she was carried on as Lela Mae Coaston (Sheet No. 5). As she was listed in the Union's letter as Lela Caston, with her correct address, it does not appear that the Company had any reason to be confused by the slight misspelling of her name in the Union's letter.

July 3, 1959. The Specification excepts 1959-2 because of this pregnancy. Landry testified that she took 5 or 6 months off when she had a baby. Landry's earnings at B. F. Davis in 1959-1 and 1959-3, as shown in the Social Security records indicate that Landry was still on maternity leave the first half of 1959-3 (her earnings amounting to about one half of her usual quarterly earnings at B. F. Davis) and because of this fact, Landry's gross wages figure for 1959-3 will be reduced by one-half.

Conclusions: No willful loss of earnings has been proven. Lela Mae Coston Landry is entitled to backpay as set forth in the Appendix, which reflects the adjustment of Landry's backpay for 1959-3. See p. 196.

35. SOPHIE LA ROCHE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	1-10-55	1-10-55 (Exh. C)	No backpay
Reinstated	7-26-55	7-26-55	

La Roche was properly served with a subpena issued at the request of the Company in this case. She refused to comply with it, indicating that she would not appear even if it meant the dismissal of the General Counsel's clain in her behalf.

With respect to situations like this the Examiner stated at the hearing as follows:

> In any event I am holding as to any witness who was thus properly subpoenaed and for whom no valid excuse for her non-appearance appears in the record that I will dismiss the claim on behalf of that employee, unless that employee is somehow brought into the proceeding before the hearing closes. This does not rule out the voluntary appearance hereafter. It does not rule out General Counsel enforcing the subpoena to insure her presence here. I am doing that partly because I think that in a case like this, where the claimants stand to benefit materially from their non-appearance that they owe the government a minimum of cooperation so that the government can resolve the

issues insofar at it involves them, and that I hold that it is reasonable to hold their non-appearance sufficient grounds for dismissal of their claim.

While the Examiner's action has the effect of shifting the burden of enforcing the subpena from the Company to the General Counsel (although it is not a significant burden since the General Counsel has to initiate the enforcement proceeding in any case), the Examiner concludes that in backpay proceedings this is a reasonable and practical solution of the problem. It appears to be an imposition upon the District Court to ask it to enforce such a subpena. In the opinion of the Examiner, the public policy which the Board is attempting to effectuate by conducting this backpay proceeding will not be frustrated in any significant way by omitting any remedy in the case of non-cooperating witnesses like La Roche. Since the General Counsel has declined to seek enforcement of the subpena issued to La Roche, the Examiner adheres to the position indicated above, and dismisses the General Counsel's claim made on behalf of Sophie La Roche. Cf. *Efco Mfg. Co.*, 111 NLRB 1015, 1032, 1035; *Brown & Root, Inc.*, 132 NLRB 486, 496 n. 32.

36. AMELIA LESENE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)		No backpay
Reinstated	No		

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Lesene was not available for employment during the backpay period due to illness.

37. KATHLEEN LODGE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)		Begins 4-14-55
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding interim employment and willful loss of earnings: None. Lodge, whose address was unknown at the time of the hearing, did not testify. See discussion of the procedure with respect to missing claimants in Section VI below.

Conclusions: No willful loss of earnings has been proven. Kathleen Lodge is entitled to backpay as set forth in the Appendix at p. 197.

38. ELISKA MARTIN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)		Begins 4-14-55
Reinstated	11-15-56		Ends 11-15-56

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Except for 1955-2, Martin was employed throughout the backpay period by Seg-Mar and had substantial earnings. Martin credibly testified that she had looked for other work before she obtained her job at Seg-Mar in July 1955. Due to the change to the calendar quarter method of computation, Martin is entitled to backpay for 1955-4, which is not claimed in the Specification.

Conclusions: No willful loss of earnings has been proven. Eliska Martin is entitled to backpay as set forth in the Appendix. See p. 198.

39. NOEL MARTIN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	17-7-54		Begins 12-15-54
Reinstated	No		Ends Still accruing

Evidence adduced by the General Counsel concerning Martin's application for reinstatement: Martin, who was employed as a porter at the Company's uptown plant on Delachaise Street, testified that about 7 or 8 months after the strike commenced he went to the main plant on Dau-

phine Street with a friend of his and asked the receptionist if he could fill out an application. She gave both men applications. After filling them out, they returned them to the receptionist, who informed them that they would be called, if needed. It was stipulated that the receptionist, Johanna Schwab Hurley, would be unable either to admit or to deny the testimony given in this proceeding because she had no recollection of the events during and after the strike. Rutter testified that the Company's file on Noel Martin contained no application for employment from Martin during or after the strike. For the reasons stated above, the Examiner does not regard the absence of an employment application from Martin's files as determinative of the fact that Martin did not apply. Martin testified frankly and openly at the hearing and impressed the Examiner as telling the truth. Under all the circumstances the Examiner credits Martin's testimony about making a written application 7 or 8 months after the beginning of the strike.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Martin had substantial earnings as a bricklayer in every quarter of the backpay period. Martin worked first as an apprentice bricklayer, and from 1959 on worked as a journeyman bricklayer.

Conclusions: No willful loss of earnings has been proven. Noel Martin is entitled to backpay as set forth in the Appendix at p. 199.

40. ELOUISE MORRISON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	6-7-55		No backpay
Reinstated	No		

Evidence adduced by the General Counsel regarding Morrison's application for reinstatement: Morrison testified that while working steadily for National Food at $1.40 per hour she filed an application for reinstatement at the Company. When asked whether she had informed the receptionist that she was a striker, Morrison answered,

"All I did was file, put in the claim." Morrison placed the time of her application as being about a month after the strike was called off. Morrison was a learner at the time of the strike and was entitled to be paid but 65 cents per hour, if she were reinstated. Counsel for the Company stated that the Company had no applications from Morrison and that her file contained no indications that she had ever applied for reinstatement after the strike was over.

Morrison was very vague in her testimony as to how she learned the strike was over, and was vague about other matters, as well. Morrison's positive manner on the stand was inconsistent with the vagueness of her recollection. Morrison impressed the Examiner as attempting to cover up with glibness the absence of a present recollection of the facts as to which she was testifying. Having observed Morrison carefully on the stand, the Examiner concludes, primarily on the basis of her demeanor, that Morrison was not telling the truth when she testified as to her application for reinstatement. This was the Examiner's impression at the time Morrison testified, as the Examiner indicated on the record, and the Examiner, after rereading Morrison's testimony, adheres to this conclusion.

Conclusions: The General Counsel has not sustained his burden of proof regarding Morrison's application.

41. MANDY MYERS (THOMAS) (KING)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	2-4-55	2-4-55 (Exh. C)	Begins 2-14-55
Reinstated	4-5-55	4-5-55	Ends 4-5-55

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: King worked throughout the backpay period at Bonck's.

Conclusions: No willful loss of earnings has been proven. Mandy Myers Thomas King is entitled to backpay as set forth in the Appendix at p. 199.

42. DESIDERIA OCAMPA

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	7-15-54		Begins 7-23-54
Reinstated	No		Ends Still accruing [1]

Evidence adduced by the General Counsel regarding Ocampo's application for reinstatement: Ocampo credibly testified that 2 or 3 months after the strike began she went to the office of the plant and asked Ernest Hingle, admittedly a supervisor, for work. Hingle instructed Ocampo to fill out an application. When she completed it, Hingle told Ocampo that the Company did not have anything open at the time. Rutter testified that there was no indication in Ocampo's file that she had applied for reinstatement during or after the strike. Hingle was not called upon to testify in this proceeding. Ocampo impressed the Examiner as being a very sincere witness and the Examiner credits her testimony. As the Examiner has heretofore commented, the Company's files were by no means always complete.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Ocampa had some earnings in every quarter of the backpay period and her credible testimony establishes that she was diligent in seeking jobs in her relatively short periods of unemployment.

Conclusions: The General Counsel has established that Ocampo applied for reinstatement on July 15, 1954. No willful loss of earnings has been proven. Desideria Ocampo is entitled to backpay as set forth in the Appendix at p. 200.

43. EDNA RANDALL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	3-18-55	3-18-55 (Exh. C)	Begins 3-28-55
Reinstated	5-26-55	5-26-55	Ends 5-26-55

[1] The Company mailed an offer of reinstatement to Ocampo during the hearing, but received no response from her.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: None. Edna Randall was not called as a witness.

Conclusions: No willful loss of earnings has been proven. Edna Randall is entitled to backpay as set forth in the Appendix at p. 202.

44. DOROTHY B. RUBIT

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	2-2-55 (R-220)	Begins 4-14-55
Reinstated	No[1]		Ends Still accruing

Evidence regarding the General Counsel's allegations of improper reinstatement: Rubit was reinstated to her old job of trim and turn operator on August 23, 1956. She was discharged on August 28, 1956. Rubit testified that she left in August 1956 because the Company ran out of work. The General Counsel introduced into evidence a "separation notice alleging disqualification" stating as follows: "Discharged—not enough work to train on new operation." The Examiner can find no other evidence bearing on the reason for Rubit's separation on this occasion. The separation form suggests that Rubit was discharged for cause, and the smallness of her earnings—$26.56—suggests that Rubit's production was low. If this was the reason, the Examiner finds that 1 week's trial, after not having done sewing work for over 2 years, is an insufficient trial and that such a reinstatement does not fulfill the Company's obligations under the Act.

On the other hand, if the reason for Rubit's layoff is contended to be a lack of work, the record establishes that this simply is not so. As Rutter testified, Dorothy B. Rubit like Dorothy P. Rubit, was a trim and turn collar operator. She had done this work for the Company about 8 years at the time of the strike. Rutter testified that Rowens

[1] Rubit was reinstated about in August 1956 and after a week was discharged. The General Counsel contends that Rubit's reinstatement was improper and did not fulfill the Company's obligations to her under the Act.

Elbert was a replacement working at this operation at the time Dorothy P. Rubit was reinstated on July 13, 1955. The Specification, which is prepared from the Company's own records, shows that Rowens Elbert commenced working in October 1954, and that she continued on the payroll throughout the period covered by the Specification, with the exception of a 10-month period in 1957 and 1958. Thus, it cannot be contended that the Company did not have work for Dorothy B. Rubit as a trim and turn operator in 1956 when she was discharged. The record fails to show valid grounds for Dorothy B. Rubit's discharge after working 1 week in August 1956. Upon all of the facts of the case the Examiner concludes that the Company has not fulfilled its reinstatement obligations to Dorothy B. Rubit.[1]

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Rubit was unemployed during 1955-2, but she was regularly registering for employment with the State Employment Service in connection with her obtaining unemployment compensation benefits. When questioned regarding 1956-3 and 1956-4, the next quarters for which backpay is claimed, Rubit testified that she knew that she was looking for work and had looked several places. It was in August 1956 that Rubit worked 1 week for the Company. Rubit testified further that she knew she had looked for work at Bennett's and Schram's, but that she did not know exactly what month.[2] Rubit testified that she was ill the first 6 months of 1957, and consistent with this, the General Counsel requests in his brief that 1957-1 and 1957-2 be eliminated

[1] Were there not trim and turn work available to Rubit at the time she was terminated, the Examiner would find, for the reasons heretofore stated, that the Company was obligated to retrain Rubit on another operation, dismissing a replacement, if necessary, to make room for her.

[2] The Specification excepts about 3 months in 1956-3 and 1956-4 because of pregnancy. At the hearing it developed that the baby in question had been born the year before and that Rubit had no children between 1955 and 1962. The General Counsel moved to amend the Specification to include backpay for the excepted period. The Examiner, adhering to his position that the parties were bound by their pleadings in this case, denied the General Counsel's motion to amend.

from the Specification. In the latter half of 1957 Rubit asked a friend to look out for a job for her at the St. Charles Hotel and she also filled out an application at Haspel's. During 1958 Rubit worked irregularly for Seg-Mar, and drew unemployment compensation throughout 1958-4, after her final layoff by Seg-Mar. Rubit was unemployed during 1959-1 and 1959-2 and the record does not disclose what efforts Rubit made during this period to obtain employment. The Company has adduced no evidence showing that Rubit was not trying to find work at this time.[1] For the remaining quarters for which backpay is claimed in the Specification, Rubit had employment, first at Schram's, and later, after taking a practical nursing course (which period is excepted), at the Flint Goodridge Hospital.

Conclusions: Dorothy B. Rubit was not properly reinstated by the Company in August 1955. No willful loss of earnings has been proven. Dorothy B. Rubit is entitled to backpay as set forth in the Appendix, which excludes 1957-1 and 1957-2. Since Rubit was reinstated to her old job in August 1956, the period of her reinstatement from August 23 to 28 inclusive, will be excluded from the backpay period. See p. 203.

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[1] The Examiner recognizes that the burden on an employer to prove that an employee failed to meet her obligation to mitigate damages by looking for work is a very heavy one. But at the same time it should not be forgotten that had the Company reinstated Rubit when she first applied on February 2, 1955 (R-220), over 18 months before it took Rubit back temporarily in August 1956, none of the problems of proof with which it is confronted in this case would have arisen. The Company had a replacement in Rubit's old job when she applied in February 1955 (Rowena Elbert was hired in October 1954) and accordingly could readily have put Rubit back immediately, and thus fulfilled its legal obligations to her under the Act. And the Company's additional problem of Rubit's loss of skill in 28 months since the strike began probably would have been greatly reduced had the Company reinstated her when she first applied 18 months earlier.

45. ROSALIE THORNTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-15-55		Begins 5-6-55
Reinstated	No		Ends Still accruing[1]

Evidence adduced by the General Counsel regarding Thornton's application for reinstatement: Thornton's testimony concerning her application is as follows:

> Q (By Mr. Hector) Do you recall about when this was that you tried to go back to work for Rutter? . . .
> A I went back, it was around March or April in 1955. . .
>
> * * * *
>
> A I had gotten a call from the union that everybody was marching in, and I couldn't go the day they marched in, but I went the following week and I went into the personnel office and I asked the secretary could I speak with Johnny Drake, who was my foreman when I was there, so she called Johnny and I told Johnny I wanted to put in an application or either come back to work. He said, "Rosalie, you were closing cuts [cuffs] on long sleeves and now we are making short sleeves, and we don't have anything in your field." So I just walked off.
> Q You did not fill out a written application?
> A No, I did not.

Drake testified that he did not remember having any such conversation with Thornton. Drake added that the Company was making long sleeve shirts in April 1955 and that the Company did not start making short sleeved shirts until about 2 years after the strike. The Company introduced into evidence a statement given by Thornton to a Board investigator in January 1961, in which she stated that when she applied in 1955, Drake said that he did not have anything for her, and that when she applied about

[1] During the hearing the Company sent a letter to Thornton offering her reinstatement. She did not respond.

2 years later, during the summer, Drake had told her that they were just making short sleeves and did not need cuff closers. After observing Thornton on the stand and considering her testimony as a whole, the Examiner is convinced that, while Thornton was confused in some respects, she was telling the truth about her attempt in 1955 to regain her job at the plant. The Examiner finds that Thornton's application was made on April 21, 1955, which is the Thursday of the week following the week in which the greatest number of employees personally applied for reinstatement in a short period of time. The Examiner believes that this is what Thornton had reference to in speaking of "the day they marched in."

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Thornton had some earnings in every quarter for which any claim is made for backpay. During the whole period Thornton worked for Murphy's Wholesale Tailors, excepting in 1959-1 and 1959-2, Thornton's earnings were fairly substantial. However, the job which Thornton held throughout the backpay period, with interruptions for pregnancies and temporary layoffs, was a part-time job. Thornton testified that she would work 2 or 3 days a week, and that the only times she might work full time was 3 weeks before Christmas and 3 weeks before Easter. During periods of layoff by Murphy's it was customary for her to draw either partial or full unemployment compensation, and she was drawing full compensation during 1959-1 and 1959-2, the period of her longest layoff by Murphy's. Excepting for attempting to go back to work at the Company, Thornton did not seek to find other work during slack times.

Conclusions: The General Counsel has established that Thornton applied for reinstatement on April 21, 1955. No willful loss of earnings has been shown. Rosalie Thornton is entitled to backpay as set forth in the Appendix at p. 204.

46. HATTIE WALKER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	3-25-55 (Exh. C)	Begins 4-19-55
Reinstated	No		Ends Still accruing [1]

Evidence adduced by the Company regarding interim employment and willful loss of earnings: None. Walker resided in California and was not called as a witness by the Company for this reason. Due to the change to the calendar quarter method of computation Walker is entitled to backpay for 1955-4 which is not claimed in the Specification.

Conclusions: No willful loss of earnings has been proven. Hattie Walker is entitled to backpay as set forth in the Appendix at p. 205.

47. MARJORIE WALKER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	3-22-55	3-22-55 (Exh. C)	Begins 3-30-55
Reinstated	No		Ends Still accruing [1]

Evidence adduced by the Company regarding interim employment and willful loss of earnings: In the latter part of August 1955 Walker obtained a job with Louisiana Garment and worked there throughout the backpay period. With the exception of 1958-2, during which Walker was laid off most of the quarter, Walker worked steadily for Louisiana Garment, although she did not always work full weeks. During her off times, Walker drew either full or partial unemployment compensation. In 1955-3, before obtaining her job at Louisiana Garment, Walker applied for a job at Bonnie Francis. Walker named several other sewing

[1] During the hearing the Company sent Walker a letter offering her reinstatement. Walker declined.

[1] During the hearing Walker was offered, and accepted, reinstatement.

factories at which she applied for jobs but could not specify the quarters in which such applications were made. Due to the change to the calendar quarter method of computation Walker is entitled to backpay for 1955-4 which is not claimed in the Specification.

Conclusions: No willful loss of earnings has been proven. Marjorie Walker is entitled to backpay as set forth in Appendix at p. 205.

48. ALMA WALLACE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	11-28-55	11-28-55 (Exh. C)	Begins 12-6-55
Reinstated	No		Ends Still accruing [1]

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Wallace had substantial earnings in every quarter during which the Examiner finds she is entitled to backpay. No backpay will be allowed for 1956-3 and the first month of 1956-4. Wallace was unavailable for work during these 4 months because of illness.

Conclusions: No willful loss of earnings has been proven. Alma Wallace is entitled to backpay as set forth in the Appendix, which reflects the elimination of 4 months in 1956-3 and 1956-4 because of Wallace's illness. See p. 206.

49. DOROTHY WASHINGTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	2-16-55	2-16-55 (Exh. C)	Begins 2-24-55
Reinstated	Not properly		Ends 6-3-55

Evidence adduced by the General Counsel supporting his claim of improper reinstatement: Before the strike the

[1] During the hearing the Company sent Wallace a letter offering her reinstatement. She did not respond. The record indicates that Wallace retired on a pension in September 1961.

only operation Washington had performed was serging front pants. When Washington was reinstated she was assigned to setting flies and later on to setting watch pockets. Washington did not make production on these operations. A replacement named Adeline was performing the serging front pants operation at the time Washington was reinstated. Rutter, while not denying that a replacement was doing front serging work when Washington returned, testified that the Company needed operators on set flies and watch pockets, operations which precede and feed the front serging operation, and that there was not enough work for the front sergers. As the Examiner construes Rutter's testimony, Rutter meant that with Washington added to those performing front serging, including the replacement, operations would have been unbalanced, with too many front sergers and not enough fly and watch pocket setters. In the opinion of the Examiner, this is no defense. As stated above, under the Act it was the Company's obligation to dismiss replacements to make room for returning strikers. See *Chase National Bank*, 65 NLRB 827. The General Counsel's contention that Washington was not properly reinstated is sustained. Washington's earnings setting flies and watch pockets will be treated as interim earnings. In accordance with the General Counsel's contention, the backpay period ends on June 3, 1955, when Washington took a week off without permission, for which she was laid off by the Company. Subsequently, Washington returned to work and was assigned to front serging, and was performing this operation at the time of the hearing.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Washington applied for reinstatement at the plant on February 16, 1955, and went back to the plant again on April 4, 1955, on which occasion she was hired. Washington did not apply for work elsewhere in the meantime.

Conclusions: No willful loss of earnings has been proven. Dorothy Washington is entitled to backpay as set forth in the Appendix at p. 206.

50. DOROTHY WEATHERSBY

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-15-55		No backpay
Reinstated	No		

Evidence adduced by the General Counsel regarding Weathersby's application for reinstatement: The record shows the following in regard to Weathersby's application for reinstatement:

> Q At any time after you went out on strike did you ever attempt to go back to work for Rutter-Rex?
>
> A Yes, I did. . . .
>
> Q When was this?
>
> A The first attempt was in April of 1956.
>
> Q 1956?
>
> A 1955, excuse me.
>
> MR. READ: I would ask that you not lead the witness, Mr. Hector.
>
> TRIAL EXAMINER: Yes . . .
>
> Q Yes. What did you do in trying to go back to work for Rutter-Rex?
>
> A I went into the factory, and I met Johnny Drake at the door, and he asked me what I wanted. I told him I came in to put an application for a job and he asked me wasn't I Rosalie Thornton's sister and I told him yes, and so he told me, he said, "Oh, now you want your job," and I said yes. He said, "Didn't I tell you not to strike in the beginning?" I said, "You did tell me that," but said, "can I still put in an application now?" He told me no, they wasn't taking applications that day. So I asked him when could I come back. He said any other time but not today.

On cross cross-examination the following ensued:

> Q When you went back to apply and talked to Mr. Drake, did you go at the suggestion of the union or was that your own idea?
>
> THE WITNESS: It was my own idea.

Q (By Mr. Read) You had had no contact with the union?

A I had not.

Q And this was right after the strike terminated?

A No. This was in 1956.

Consideration of the entire record leads the Examiner to conclude that Weathersby was not misspeaking when she stated that the year was 1956 when she applied for reinstatement, rather than 1955, and that if Weathersby went to the plant after the strike at all it was no sooner than May 1956. Such an application, the Examiner concludes, would be too late. See pp. 153-154, *infra*.

Throughout her testimony Weathersby displayed a tendency to overstate matters and to build up just as strong a case against the Company as possible. Weathersby attributed to Superintendent Drake a statement indicating hostility to strikers (denied by Drake), which is inconsistent with the testimony of the overwhelming majority of the strikers concerning Drake's remarks to them upon applying for reinstatement. Weathersby testified that she was sure she applied for reinstatement in April 1955 because it was 3 months after her baby was born. However, twice Weathersby testified that she was pregnant the latter part of 1955. She later testified that she lost only two babies, one in 1951 and the other in 1958. From this it would appear that Weathersby had a child born in 1956 rather than 1955.

In her statement Weathersby stated that she never again applied after her April 1955 application. Despite the General Counsel's efforts to rehabilitate Weathersby, the Examiner is not convinced. There is a very serious inconsistency between Weathersby's statement and that of her sister, Rosalie Thornton, concerning a rock throwing incident during the strike, which further indicates Weathersby's unreliability. After observing Weathersby on the stand and considering the record as a whole, the Examiner finds that the General Counsel has not established a timely application for reinstatement by Weathersby after the strike.

D. *The reinstated within 5 days defense (Schedule 6(c))*

1. General discussion

All of the employees named on Schedule 5(d) of the Company's amend answer, excepting Raymond Cerf, whose case has been dismissed, were named in one or the other of the Union's April letters requesting reinstatement of the striking employees. Treating the Union's April letters of application as having no force and effect, the Company pleads in its amended answer with respect to these employees that they were reinstated within 5 days of their application. It is true that these employees were reinstated within 5 days of their personal application at the plant. However, this is no defense whatever to the claim in the Specification for backpay beginning 5 days after the Union's letters of application in April, which the Examiner has found constituted valid applications for reinstatement on behalf of the employees named in these letters.

2. The individual cases

51. MARY CARTER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-11-55 (U.)[1]	4-20-55	Begins 4-20-55
Reinstated	4-25-55	4-25-55	Ends 4-25-55

Evidence adduced by the Company regarding Carter's nonavailability for work at the time of the Union's application in her behalf: Carter testified that she went back to work for the Company as soon as she was ready for work after the birth of her child in December 1954. The Company admits however, that Carter personally applied for reinstatement on April 20, 1955. In view of the fact that Carter actually went back to work on April 25, the Examiner finds that Carter was available when she person-

[1] Carter was named in the Union's letter of application dated April 8, 1955, which was received by the Company on April 11, 1955.

ally applied on April 20 and that she is entitled to backpay for the 3-working days commencing with date of her personal application and ending on the date of her reinstatement on April 25.

Conclusions: Mary Carter is entitled to backpay as set forth in the Appendix at p. 184.

52. RAYMOND CERF

The claim on behalf of Raymond Cerf was dismissed on motion of the General Counsel.

53. HELEN CLAY

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	9-20-55	Begins 4-14-55
Reinstated	9-20-55	9-20-55	Ends 8-1-55

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Clay was employed by Haspel's from April 1955 until the end of July 1955, when she quit because of illness.[1] Thereafter Clay was unavailable for employment until she went back to work for the Company on September 20, 1955.

Conclusions: No willful loss of earnings had been proven. Helen Clay is entitled to backpay as set forth in the Appendix, which reflects the termination of her backpay period on August 1, 1955. See p. 185.

FRED HARRIS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	5-9-55	Begins 4-14-55
Reinstated	5-10-55	5-10-55	Ends 5-10-55

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Harris credibly testified that he did days work during the 3½ week back-

[1] The amount of Clay's earnings at Haspel's in 1955-3 indicate that she worked there the full month of July.

pay period. While Harris' recollection of the extent of his days work was not altogether clear, the Examiner finds that Harris had 11 days to work at $6 per day during the backpay period. Harris sought to draw unemployment compensation during this period.

Conclusions: No willful loss of earnings has been proven. Fred Harris is entitled to backpay as set forth in the Appendix, which includes deductions for interim earnings not stated in the Specification. See p. 192.

55. GENNIE HOLLINGSHED

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	10-10-55	No backpay
Reinstated	10-10-55	10-10-55	

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Hollingshed did not look for work at all during the backpay period.

Conclusions: Gennie Hollingshed willfully incurred a loss of earnings and is not entitled to backpay.

56. ELNORA PATTERSON

All claim an behalf of Patterson was dismissed on motion of the General Counsel.

57. BEATRICE WASHINGTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	8-3-55	Begins 4-19-55
Reinstated	8-3-55	8-3-55	Ends 8-3-55

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Washington worked at Haspel's during both quarters of the backpay period. However, the work was irregular, particularly in 1955-3, and when laid off by Haspel's, Washington drew partial unemployment compensation. She also looked for full-time jobs, but could not recall the names of the places at which she applied.

Conclusions: No willful loss of earnings has been proven. Beatrice Washington is entitled to backpay as set forth in the Appendix at p. 206.

58. HELEN WILLIAMS

All claim on behalf of Helen Williams was dismissed on motion of the General Counsel.

59. MARION WILLIAMS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	1-24-56	Begins 4-14-55
Reinstated	1-24-56	1-24-56	Ends 1-24-56

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Williams worked in an antique shop commencing in June 1955 and continued working there until a few days before her reinstatement by the Company. Prior to obtaining this job Williams had unsuccessfully looked elsewhere for employment.

Conclusions: No willful loss of earnings has been proven. Marion Williams is entitled to backpay as set forth in the Appendix at p. 207.[1]

E. *The no vacancy defense (Schedules 6(d), (e), and (h))*

1. The nature of the Company's operations

A brief discussion of the nature of the Company's opera-

[1] The Company brought out at the hearing that at the time the Company received the Union's April 5, 1955, letter of application naming Williams she no longer lived at the address given for Williams in the letter. What the Company's position is at this time regarding this point is not clear since the Company did not brief the individual cases. In case the Company is contending that the union letter is invalid as to Williams for lack of a proper address, the Examiner will state his conclusions. This defense is outside the issues framed by the Specification and the Company's amended answer, and hence not properly before the Examiner. In any event, in the absence of evidence of an unsuccessful attempt to reach Williams at the address given in the Union's letter, which was not forthcoming, the Examiner finds no merit in this argument.

tions is essential to an understanding of the Company's contentions regarding a lack of vacancies for returning strikers. The discussion which follows pertains not only to the employees listed in Schedule 6(d) but also to those listed in Schedule 6(e) and 6(h).

In its manufacture of shirts and pants [1] the Company maintains a highly engineered and thoroughly integrated operation. Some 46 different operations are involved in the manufacture of pants, and 57 operations in the manufacture of shirts. The Company's whole manufacturing process is carefully designed to insure that the cut pieces move from the cutting room through the numerous operations at a rate which will achieve the desired daily production (100 dozens of shirts and pants a day when operating at full capacity), keeping all operators occupied as nearly full time as possible without over-producing some parts and underproducing others. This is difficult to accomplish even under normal circumstances because it is not possible to hire a sufficient number of trained operators with efficiency equal to that of the Company's best operators, and also because of absences and turnover which inevitably occur in a large scale operation such as the Company's which employs women almost exclusively.

2. The evidence generally as to a lack of vacancies

The Company relies primarily upon the general testimony of Rutter in support of its contention that a lack of vacancies in the classifications of the returning strikers was responsible for its delay in reinstating, or its failure to reinstate, the employees listed in Schedules 6(d), (e), and (h). The lack of vacancies was attributable to several things, Rutter testified. The Company's production requirements after the strike were lower due to loss of business during the strike, which resulted in fewer openings for returning strikers. As of the close of the hearing in this case in 1963, the Company's business still had not returned to its prestrike level. Changes in the product mix during

[1] Primarily the Company makes work shirts and work pants for commercial customers. It also fills Government contracts for substantial quantities of shirts and pants.

the strike resulted in the discontinuance of a few operations, and the commencement of other new operations in which the strikers lacked experience.

Rutter's testimony as to the general lack of vacancies after the strike, irrespective of the job classifications involved, is not borne out by the record as a whole in this case. The figures as to the number of replacements still on the payroll at various intervals after the strike show that there were at least as many replacements on the payroll at all times as there were unreinstated strikers who had applied for reinstatement. This resulted in part from the turnover at the Company's plant, which is considerable,[1] and in part from the Company's relative slowness in dismissing replacements to make room for returning strikers. Take, for example, the figures for the end of 1955 (using information from the Company's December 24, 1955, payroll). As of this time, the Company had reinstated 120 of the female employees here involved. Subtracting these 120 employees from the total number of female employees whom the Examiner has found the Company was required to reinstate, 184, leaves 64 strikers, at most, whom the Company was still obliged to reinstate as of December 24, 1955.[2] As of this date there were approximately 86 female replacements still on the Company's payroll.[3] The Company still had 53 replacements on the payroll as of June 24, 1961, which is the end of the period covered by the Specification.

Regarding the lack of vacancies in specific jobs, Rutter testified that the available vacancies were filled either by

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[1] A glance at GC-47 gives some indication of the large amount of hiring and firing which regularly goes on at the Company's plant in an effort to maintain a work force of the size and competence required.

[2] Consideration may be limited to the female strikers, of whom there are 200 named in the Specification, since the defense of a lack of vacancies is raised only in connection with the female operators.

[3] The figure of 86 female replacements is ascertained from the lists contained in both the Specification and GC-47. While this 86 figure is not precise in that, as explained above, GC-47 includes a few nonreinstated strikers to allow for any overstatement contained in the 86 figure.

returning strikers or by replacements whom the Company was not obligated to dismiss because they were filling jobs which nonreturning strikers had formerly occupied. Some of the nonreturning strikers had occupied key positions which had to be filled before a balanced flow of work through the plant could be established and maintained. Other strikers who had applied for reinstatement, according to Rutter, could not be located when needed and this caused delays for other returning strikers whose operations were related to and subsequent to the missing strikers' operations.

Rutter further testified that the Company could not indiscriminately dismiss replacements but had to do so gradually so as to avoid a "complete upheaval" in production. In other words, according to Rutter, the Company had to try to fit the strikers into slots in which they could perform with reasonable efficiency and dispatch and avoid becoming a bottleneck in the production system. Otherwise there would be a loss of work for other employees at more advanced stages of the production process. It is not clear from Rutter's testimony in this regard, whether he intended to convey the idea that even where a replacement was working at the very operation upon which a returning experienced striker had worked before the strike, he could not promptly dismiss such a replacement because the returning striker's loss of skill during her absence from the plant would disrupt production. If such was the purport of Rutter's testimony, the Examiner believes it to be based upon misconception of the Company's obligations to the strikers under the Act. As unfair labor practice strikers, they were entitled to reinstatement, upon application. Consequently, in the Examiner's opinion, the Company was obliged promptly (within 5 days) to dismiss all replacements still working in the operation of a returning striker, regardless of any disruptive effect upon production due to the employee's loss of skill during the strike. Any loss of skill thus occurring is attributable to the strike, and the Company having been responsible for the strike from the beginning, must bear the consequences of its unlawful conduct.

While the Examiner recognizes that the Company must have had serious problems in handling the large number of strikers applying at about the same time in April 1955, the Examiner concludes that the Company's difficulties were not nearly as great as Rutter's testimony indicates. The persuasive factor impelling the Examiner to reach this conclusion is the almost complete lack of proof in specific cases that the Company faced the problems to which Rutter testified. As indicated above, and as the following discussion of the 129 cases in which a lack of a vacancy is alleged as a complete or partial defense shows, no evidence whatever was adduced as to the absence of a vacancy in 93 of the 129 cases. In 20 additional cases, the evidence brought out by the Company established the contrary of the facts alleged by the Company in its amended answer, i.e., that a replacement was working for the Company at the very operation the returning striker had performed before the strike at the time the striker personally applied for reinstatement. In only 16 of the 129 cases in these categories was evidence presented even tending to support the allegations of the amended answer.

In only 10 of these 16 cases was a problem presented by the application for reinstatement of the returning striker. Construing the testimony and evidence supporting this defense most favorably to the Company's position, the operations of 4 of these 10 employees were discontinued (Pearl Ferguson, Dorothy Reed, Wilhelmina Ray Blanchard, Estelle Woodridge), and only returned strikers were performing the operations of the remaining 6 (Joyce Griffin, Helen Bentley, Minnie Fernandez, Doris Bowles, Audrey Lewis, and Orelia Moore). As to these 10 employees—and it is only 10 altogether out of the 129 employees regarding whom the Company pleaded that it had no vacancy—that the Company did have a problem. There were no replacements working on their prestrike operations and, as found below, a reassignment was necessary. Regarding the remaining 6 of the 16 concerning whom evidence was adduced tending to support the Company's plea of no vacancy, 2 of these (Georgiana Davis Deruisa and Marguerite Bozonier), had been transferred to new operations a few months before the strike began. While there

were no replacements working on the operations Deruisa and Bozonier had worked on immediately before the strike when they applied, replacements were working on their former operations in which they both had experience before the strike. The other four were learners, who, as found below, could have been retrained on whatever operations the least skilled replacements were performing (Gloria Delpit, Gloria Dixon, Eunice Johnson and Alice Denley Gabriel). At the time the strike was called off on April 5, 1955, the Company had in its employ nine female employees who had been hired since the beginning of 1955. Some of these were presumably beginners who could readily be displaced to make room for the returning strikers who had not completed their learning period.

In view of the Company's widespread failure to substantiate its no vacancy defense (as found herein, a problem was presented in the cases of only 10 out of the 129 employees listed in Schedules 6(d), (e), and (h)), the Examiner does not credit Rutter's general testimony as to the difficulties the Company faced in reinstating strikers after the strike was called off. The Examiner must assume, in view of the Company's failure to sustain its burden of proving that there were no vacancies in specific cases, that with the exception of the few employees as to whom the record showed the absence of a vacancy when they applied for reinstatement, that such vacancies did exist. Consequently, as far as the record shows, the Company's problem when the strike was called off was largely one dismissing replacements on the particular operations that the returning strikers had performed before the strike.

While Rutter testified that the Company's problem was rendered more difficult by the fact that the Company had no knowledge of the availability of strikers who were named in the Union's letters of application, the record shows that 102 of the 129 strikers listed by the Company in Schedules (d), (e) and (h) had made personal applications for reinstatement by the end of the first month after the strike was over. The Company certainly cannot validly contend that it had no knowledge of the availability of these employees who were inside its plant seeking to go to work.

3. The evidence regarding the Company's practice of transferring and retraining workers

In view of the fact that there were a few employees as to whom the Company established that there was no vacancy in the operation which they were performing immediately before the strike it becomes necessary to consider whether, under the circumstances of this case, the Company's reinstatement obligation included the obligation to transfer and retrain employees in new operations.

Changes in the demand for the Company's products occasionally occur, causing a complete shutdown of either the pants side or the shirt side for short periods, depending upon the orders the Company has received. At other times changes in the product mix result in the discontinuance of some operations and the commencement of other operations not previously performed in the plant. In these situations the Company customarily reassigns and retrains operators when they return to work after absences due to pregnancy or for other reasons. Transferred employees, as Rutter admitted, have an advantage over brand new employees of at least 20 percent. A few of the operations on both pants and shirts are very similar and the transferred operator has a much greater advantage in learning the new operations. The Company actually transferred and retrained a number of the strikers who were reinstated during and after the strike.

The Company maintains a training program and all employees hired, unless they have previously worked in the Company's plant, are put through the training program, which for certain operations lasts as long as 18 weeks. Some trainees fail to make the grade and are dropped almost immediately. Others are let go before the completion of the training program. Rutter explained the need for the training program as follows:

> . . . the nature of our business is such that . . . because of the turnover, discharges, quits, leaves of absence, . . . if you don't hire new people to train or get old people back, your factory will dwindle; you just won't make the production you are supposed to make for the number of machines you have.

In view of the Company's need for experienced operators after the strike, the advantage which experienced operators have over new employees in learning new operations, the availability of the training program and the Company practice, when necessary, of transferring and retraining operators, the Examiner concludes that it is reasonable to hold that the Company's reinstatement obligation to those few operators whose old operations were no longer available and to the learners embraced the duty to transfer and retrain them on new operations which were still being performed by replacements.

The Examiner recognizes that retraining involves some loss of efficiency for the Company for the reason that it takes time for an operator to achieve the speed on a new operation which the operator had been able to maintain on her old operation. But the Company cannot expect to *fullfil* its obligations to the returning strikers completely without disruption of its business. As the Board found, it was the Company's unfair labor practices which prolonged the strike and created the problems with which the Company was confronted at the end of the strike. As between the Company and the returning strikers, the Examiner has no hesitancy in concluding that it is more equitable to require the Company rather than the strikers to suffer the loss involved.

4. The individual cases

60. IWORNER ALEXANDER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Reinstated	4-25-55	4-25-55	Ends 4-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. Rutter's testimony establishes the contrary, namely, that the Company had two replacements on the payroll at the time of Alexander's application.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Alexander applied for work at Bonck's during the short backpay period.

Conclusions: No willful loss of earnings has been proven. Iworner Alexander is entitled to backpay as set forth in the Appendix. See p. 180.

61. CALEDONIE ALONZO

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-20-55	Begins 4-14-55
Reinstated	5-14-55 [1]	5-4-55	Ends 5-4-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. The contrary is shown by Rutter's testimony that a replacement was discharged to make room for Alonzo when she was reinstated on May 4, 1955. Rutter was unable to explain the delay from 4-20-55, when Alonzo admittedly applied in person, to May 4, 1955.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Besides personally applying for reinstatement at the company plant on April 20, 1955, Alonzo did not look elsewhere for employment during the backpay period. As the Examiner construes Alonzo's testimony, she was informed when she applied personally at the plant that the Company would let her know when to report for work.

Conclusions: In view of the fact that Alonzo was told she would be notified when to report for work, it has not been established that she wilfully incurred a loss in earnings by not looking elsewhere for work in the 2 weeks' period following her personal application at the Company's plant on May 4, 1955. See *Monroe Feed Store*, 122 NLRB 1479, 1481. Alonzo is entitled to backpay as set forth in the Appendix. See p. 180.

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[1] The Specification alleges May 14, 1955, as the date of Alonzo's reinstatement, but the General Counsel in his brief states, in accordance with the allegations of the Company's amended answer, that Alonzo was reinstated on May 4, 1955.

62. BEATRICE ANDERSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-18-55	4-18-55	No backpay
Reinstated	7-12-55	7-12-55	

Specific evidence adduced by the Company as to the lack of a vacancy: None. Upon cross-examination, Rutter admitted that a replacement, Laverne Handy, continued to work on Anderson's job as a side and end seamer on pants after Anderson's reinstatement on July 12, 1955.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Anderson did not look for work elsewhere between the time she personally applied at the Company on April 18, 1955, and the date of her reinstatement in July. Anderson was told when she filled out her application on April 18 that she would be called when there was an opening on her operation.

Conclusions: Anderson was justified in waiting a reasonable time to be called back to the plant. However, in the opinion of the Examiner, almost 3 months is too long. Beatrice Anderson willfully incurred a loss of earnings and is not entitled to any backpay. See p. 180.

63. CARRIE ANDERSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-22-55	4-22-55	Begins 4-28-55
Reinstated	7-18-55	7-18-55	Ends 7-18-55 [1]

[1] The Examiner has considered Rutter's testimony that the Company on June 29, 1955, notified Anderson to report for work on July 12, 1955, but that she was not put to work until July 18, 1955, because of the unavailability of Mary Gant, a rocap operator, whose operation fed Anderson's operation as a ticket and loop tacker. However, in view of the fact, as found below, that both Anderson and Gant, by personally applying at the plant, the former on April 22, 1955, and the latter on April 15, 1955, had demonstrated their availability at a time when the Company had replacements on both operations, and the further fact that the Company chose to retain the replacements for about 2 more months, at least,

Specific evidence adduced by the Company as to the lack of a vacancy: None. Rutter testified on cross-examination that a replacement, Anita Morris, continued working on Anderson's job as ticket and loop tacker after July 18, 1955, the date upon which Anderson was reinstated.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Carrie Anderson credibly testified that during the backpay period she applied for work at various sewing factories, at a laundry, and that she also tried to get housework.

Conclusions: No willful loss of earnings has been proven. Carrie Anderson is entitled to backpay as set forth in the Appendix at p. 180.

64. DORA ANDERSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	5-2-55	5-2-55	Ends 5-2-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. Rutter's testimony establishes the contrary, i.e., a "new-hire," Doretha Turner, was discharged to make room for Dora Anderson.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Apart from personally applying for reinstatement at the Company's plant on April 18, 1955, Anderson did not look elsewhere for employment during the backpay period. When Anderson filled out her application on April 18, 1955, she was informed that she would be called when work picked up.

Conclusions: For the reason set forth in Alonzo's case, no willful loss of earnings has been proven. Dora Anderson is entitled to backpay as set forth in the Appendix at p. 180.

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the Examiner finds it inequitable to penalize Anderson for the subsequent temporary failure of communication between the Company and Gant. Accordingly, the Examiner finds that the backpay period showed end on July 18, 1955, rather than on July 12, as is suggested in Rutter's testimony.

65. IDA ANGRUM

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	8-15-55	8-15-55	Begins 8-23-55
Reinstated	10-3-55	10-3-55	Ends 10-3-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. On cross-examination Rutter admitted that on October 3, 1955, when Angrum was reinstated, three replacements were still working on Angrum's job as a corner maker on pants.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Angrum worked throughout the backpay period at the Ochsner Foundation Hospital in Metairie, Louisiana.

Conclusions: No willful loss of earnings has been proven. Ida Angrum is entitled to backpay as set forth in the Appendix at p. 180.

66. GLORIA BROWN AUGUST

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55 [1]

[1] Rutter testified that August was sent a letter in July 1955 notifying her to report on July 19, 1955, but that she did not come in until July 25, 1955. The Company apparently contends that the backpay period should end on July 19 rather than July 25. However, as found below in connection with the cases of the employees listed in Schedule 6(e), the letters upon which Rutter was relying in his testimony did not contain specific offers of reinstatement. In effect these letters constituted requests to the employees to contact the personnel office to furnish information about their availability (pp. *infra*). In several instances when the employees (Doris Bowles, Katie Carr and Mary Guidry, for example) reported at the plant after receiving these letters, they were not put to work right away. Carr was called back about a week later, Bowles 2 weeks later, and Guidry over a month later. Under all the circumstances, the Examiner does not regard Rutter's testimony about sending the letters as justifying the earlier cutoff date.

Specific evidence adduced by the Company as to the lack of a vacancy: None. Rutter admitted on cross-examination that two replacements, Lorraine Barjon and Martha Johnson, were on August's operation of fly stitcher when August applied for reinstatement.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: None. As indicated above, August was not called as a witness in this proceeding. Social Security records introduced into evidence by the General Counsel show that August worked for a short time at the end of June and the first part of July 1955 for another sewing factory, Southern Manhattan Sportswear.

Conclusions: No willful loss of earnings has been proven. Gloria Brown August is entitled to backpay as set forth in the Appendix at p. 180.

67. CLARINDA AULTMAN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55 [1]

Specific evidence adduced by the Company as to the lack of a vancancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Aultman testified that throughout the backpay period she worked between 3 and 4 days a week as a maid during the day and about 3 or 4 nights a week as a babysitter. She received $4 a day for her maid's work and 50 cents per hour for her night's work, which was of unspecified duration. The Examiner finds it reasonable to infer that Aultman worked 4 days a week as a maid and 3 nights a week for 3 hours a night, babysitting, netting her a total weekly income of $20.50.

[1] Rutter testified that Aultman was sent a letter in July 1955. Aultman did not report until July 25, 1955. The Company apparently contends that Aultman's backpay should terminate on July 19. For the reasons given in the case of Gloria Brown August, this contention is rejected.

Conclusions: No willful loss of earnings has been proven. Clarinda Aultman is entitled to backpay as set forth in the Appendix, which reflects the adjustments stated herein. See p. 180.

68. BELL BRIMMER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-11-55	Begins 4-14-55
Reinstated	5-26-55	5-26-55	Ends 5-26-55

Specific evidence adduced by the Company as to the lack of vacancy: None.

Evidence adduced by the Company on the willful loss of earnings issue: Brimmer credibly testified that she looked for work at Haspel's and Famous-Sternberg's during the 6-week backpay period. Brimmer further testified that she had previously filed applications at numerous other establishments, but could not recall whether she went back to these places during the backpay period.

Conclusions: No willful loss of earnings has been proven. Bell Brimmer is entitled to backpay as set forth in the Appendix. See p. 182.

69. MILLIE BROOKS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-20-55	Begins 4-14-55
Reinstated	7-26-55	7-26-55	Ends 7-26-55 [1]

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company on the willful loss

[1] Rutter testified that Brooks was sent a letter earlier in July notifying her to report for work on July 19, 1955. Brooks did not report until July 26, 1955. The Company apparently contends that the backpay period should terminate on July 26, 1955. For the reasons given in the case of Gloria Brown August, this contention is rejected.

of earnings issue: Brooks credibly testified that during the backpay period she applied for work at Haspel's and other places the names of which she could not remember. Brooks earned $9 during the backpay period doing domestic work, which is not stated in the specification.

Conclusions: No willful loss of earnings has been proven. Millie Brooks is entitled to backpay as set forth in the Appendix, which reflects the adjustment stated above. See p. 182.

70. IDELE BROWN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-21-55	Begins 4-14-55
Reinstated	7-25-55	7-25-55	7-25-55 [1]

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: During the backpay period Brown worked for the National Linen Service and at Bonck's a sewing factory, for a short period, and also unsuccessfully looked for work at two hospitals.

Conclusions: No willful loss of earnings has been proven. Idele Brown is entitled to backpay as set forth in the Appendix at p. 183.

71. MARGUERITE BROWN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	7-19-55	7-19-55	Ends 7-19-55

[1] While Rutter testified that Idele Brown was one of a group who was sent a letter notifying her to report to work on July 19, 1955, Brown credibly testified that she did not remember receiving a letter, that she received a telephone call calling her back, and that she went back when she was called.

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Brown worked days throughout the backpay period as a maid at the St. Charles Hotel. Brown worked nights during the backpay period and for a year thereafter on the steamer "President." Brown did not look for other employment during the backpay period.

Conclusions: No willful loss of earnings has been proven. As set forth in the Specification, Brown's earnings at the St. Charles Hotel are deductible from her gross backpay, but her earnings on the steamer "President" are not, as this was supplementary employment which Brown held outside her working hours for the Company and which she continued to hold after her return to work for the Company.[1] Brown is entitled to backpay as set forth in the Appendix at p. 183.

72. MIRIAM BRYANT

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-27-55	4-27-55	Begins 5-5-55
Reinstated	5-12-55	5-12-55	Ends 5-12-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Bryant was employed through the backpay period at the Asher Laundry.[1]

Conclusions: No willful loss of earnings has been proven. Miriam Bryant is entitled to backpay as set forth in the Appendix at p. 183.

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[1] See *Phelps Dodge Corp.* v. *N.L.R.B.*, 313 U.S. 177, 198, n.7, citing *Pusey Maynes & Breish Company*, 1 NLRB 482-487. See also *Link Belt Company*, 12 NLRB 854, 872; *Acme Mattress Company, Inc.*, 97 NLRB 1439, 1443.

[1] The General Counsel's motion to amend the Specification to show interim earnings of $21.43 was granted.

73. OLA MAE BURKHALTER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)[2]	4-14-55[3]	Begins 4-14-55
Reinstated	4-28-55	4-28-55	Ends 4-28-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: When Burkhalter personally applied for employment on April 14, 1955, Rutter told her she would be notified when to report. Within 2 weeks Rutter did so. Burkhalter also testified as to two places she applied for employment during the backpay period, but her memory was so poor that I do not rely on this testimony.

Conclusions: In view of Rutter's informing Burkhalter that she would be notified when to report, she was justified in waiting 2 weeks to hear from the Company, without looking for work elsewhere in the meantime, if such is the case, On these facts, in the opinion of the Examiner, no willful loss of earnings has been established. Burkhalter is entitled to backpay as set forth in the Appendix at p. 183.

74. ELIZABETH BURNS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	7-12-55	7-12-55	Ends 7-12-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

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[2] As amended at the hearing.

[3] The Company's amended answer originally alleged an April 4, 1955, application date. At the hearing it was further amended to show the April 14 date, which is the date on Burkhalter's application in the Company's files.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Burns worked 2 days a week throughout the backpay period for Dr. Cherrie and was paid $4 per day. Burns could not recall looking for work at any sewing factory during the backpay period. However, according to Burns' credited testimony, she frequently went to the Louisiana State Employment Bureau looking for work during the backpay period.

Conclusions: No willful loss of earnings proven. Burns is entitled to backpay on the basis set forth in the Appendix, which reflects her earnings working for Dr. Cherrie. See p. 183.

75. KATIE RUTH CARR

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-15-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55 [1]

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and will ful loss of earnings: Carr was employed by Haspel's throughout the backpay period.

Conclusions: No willful loss of earnings has been proven. Katie Ruth Carr is entitled to backpay as set forth in the Appendix at p. 184.

76. LUCILLE COASTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-27-55	Begins 4-14-55
Reinstated	7-11-55	7-11-55	Ends 7-11-55

[1] Carr was one of the group sent a letter in July 1955 notifying them to contact the personnel office on July 19, 1955. Upon receiving this letter, Carr quit her job at Haspel's. However, upon reporting at the plant, Supervisor John Drake informed her that he was setting up a new line and that she would be called in a couple of days. She reported the following Monday, July 25, 1955, as notified.

Specific evidence adduced by the Company regarding interim earnings and willful loss of earnings: Coaston worked throughout the backpay period for National Service Industrial Life Insurance Company and did not look elsewhere during this time.

Conclusions: No willful loss of earnings has been shown. Coaston is entitled to backpay as set forth in the Appendix at p. 185.

77. WILHELMINA COLEMAN (WOODS)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-21-55	4-21-55	Begins 4-29-55
Reinstated	8-19-55	8-19-55	Ends 8-19-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company on the willful losses issue: Woods worked for Maison-Blanche during the entire backpay period.

Conclusions: No willful loss of earnings has been shown. At the hearing the General Counsel did not have available the Social Security report on Woods' earnings at Maison-Blanche during the backpay period. This report was subsequently received and is included in GC-7. It shows that Woods earned $268.67 at Maison-Blanche in the whole of 1955-2 and that she earned $121 in 1955-3. Wilhemina Coleman Woods is entitled to backpay as set forth in the Appendix, which reflects the deduction of her interim earnings at Maison-Blanche during the applicable periods. See p. 185.

78. ETHEL COSTON (PICKENS)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Reinstated	5-23-55	5-23-55	Ends 5-23-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: None.

Conclusions: No willful loss of earnings has been proven. Ethel Coston Pickens is entitled to backpay as set forth in the Appendix at p. 186.

79. SHIRLEY COURSEAULT (MERCADEL)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	4-19-55	Begins 4-19-55
Reinstated	5-16-55	5-16-55	Ends 5-16-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: None.

Conclusions: No willful loss of earnings has been proven. Mercadel is entitled to backpay as set forth in the Appendix. See p. 186.

80. SHIRLEY CRAWFORD

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	5-4-55	5-4-55	No backpay
Reinstated	7-12-55	7-12-55	

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Crawford did not look for work anywhere else after personally applying for work at the Company.

Conclusions: Crawford has willfully incurred a loss in earnings and is not entitled to any backpay. See p. 186.

81. CLARA CROPPER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	4-25-55	4-25-55	Ends 4-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Cropper testified that she applied for work at Haspel's and the Tulane Shirt Factory during the backpay period. While the Company questions Cropper's credibility because of her omission of the names of these establishments on a 916 Form filled out in 1955, the Examiner believes Cropper was telling the truth about these two attempts to gain work in April 1955.

Conclusions: No willful loss of earnings has been proven. Clara Cropper is entitled to backpay as set forth in the Appendix at p. 186.

82. ELVERA DAVIS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	7-20-55	7-20-55	Ends 7-20-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company on the willful losses issue: Davis testified that she thought she had sought work at Haspel's and Bonck's during the packpay period, and, after applying several times at Southern Manhattan, that she was hired by that concern. The Social Security report shows that Davis worked 2 or 3 weeks at Southern Manhattan about the end of June and the first part of July. While Davis also testified that she worked 2 or 3 weeks for the Reuther Seafood Company during the backpay period, the Examiner is convinced, in view of the

vagueness of Davis' memory for dates, and the absence of any earnings from Reuther during the period in question on the Social Security report, that Davis was mistaken in her testimony that she worked for Reuther during the backpay period.

Conclusions: No willful loss of earnings has been proven. Elvera Davis is entitled to backpay as set forth in the Appendix at p. 186.

83. GEORGIANA DAVIS (DERUISA)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	5-23-55 [1]	5-23-55 [2]	Begins 4-31-55
Reinstated	No	No	Ends Still accruing [3]

Specific evidence adduced by the Company as to the lack of a vacancy: Deruisa was hired on operation button up shirts and after 1½ years on that operation was transferred to operation blocking left and right sleeve facings, an operation which is done only on Government shirts. This is the operation Deruisa was performing when the strike began, according to Rutter. This operation, Rutter testified, had been discontinued at the time Deruisa applied for reinstatement on May 23, 1955, because of the completion of the Government contract for shirts. Rutter further testified that there was no blocking on the continuous sleeve facing used on commercial shirts. With respect to the availability of a position as button up operator, Rutter testified that two of the Company's button operators in the week ending May 28, 1955, were hired during the strike.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Deruisa applied for work at Touro Hospital in 1955-2, in addition to filing a written application for reinstatement with the Company.

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[1] Deruisa was sent a letter offering her reinstatement during the hearing but did not respond.

[2] As amended at the hearing (Tr. 2590).

[3] As amended at the hearing (Tr. 2588).

Deruisa did not look for work at any other sewing factory during this quarter. The only other quarters for which the General Counsel claims backpay for Deruisa (within the period covered by the Specification) are 1959-3 and 1959-4. During these two quarters Deruisa worked a little over 2 months at the Monteleone Hotel and thereafter obtained a job at Mercy Hospital. Deriusa did not seek work at sewing factories during these two quarters.

Conclusions: In view of the availability of Deurisa's old job as button up operator on the day she applied for reinstatement and in view of the Companh's obligation, as found above, to transfer and retrain, if necessary, employees on operations other than the ones they were performing before the strike, the Company's contention that there was no vacancy for Deurisa is rejected. No willful loss of earnings has been proven. Georgiana Davis Deruisa is entitled to backpay as set forth in the Appendix at p. 186.

84. THELMA DAVIS (SMITH) (MATTHEWS)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-1-55	4-15-55	Begins 4-8-55
Reinstated	5-30-55	5-30-55	Ends 5-30-55

Evidence adduced by the General Counsel regarding Davis' application for reinstatement: GC-25 is an application form filled out by Thelma Smith dated April 1, 1955, which was produced by the Company from its fiiles.

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Upon learning that the strike was called off, Matthews quit her job at a restaurant and bar and applied for reinstatement at the Company. When Davis was informed on April 1 that the Company had nothing available for her at that time, and that she would be notified when to report, she went back to the restaurant and bar and reapplied for work there. The job had been filled, however. Davis filed a second applica-

tion with the Company on April 15, 1955, and in May applied for work at Bonck's.

Conclusions: No willful loss of earnings has been proven. Thelma Davis Smith Matthews is entitled to backpay as set forth in the Appendix at p. 186.

85. GLORIA DELPIT

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	5-11-55	Begins 4-14-55
Reinstated	No	No	Ends Still accruing [1]

Evidence adduced by the General Counsel regarding Delpit's expenses: No evidence was adduced supporting the claim of $19.50 for expenses. This sum will be disallowed as an expense.

Specific evidence adduced by the Company as to the lack of a vacancy: Delpit, a learner on operation set front pocket facing, had been hired about a week before the strike began. Rutter testified that when Delpit applied in person on May 11, 1955, one very productive replacement, Lovell Beckham was on the operation set front pocket facing and that she was let go in July 1955. Rutter further testified that of the three or five operators on this operation since Delpit's personal application, three have been returned strikers. Rutter's testimony indicates that for most of the time three operators were all that were required on this operation. The Examiner recognizes the Company's problem in view of its balanced production system in having to dismiss a skilled replacement to make room for a learner on a difficult operation. However, the Company was in need of learners in the period after the strike was called off, it in fact hired four female employees in the month of April 1955.

Evidence adduced by the Company on the willful loss issue: None. Delpit was not called as a witness. The record indicates that her present address is unknown. The Social Security records show earnings for Delpit at Port

[1] The Company mailed a letter to Delpit during the hearing offering her reinstatement. It was undelivered, marked "Mover."

Restaurant in 1955-4 and 1956-1, but not in 1956-2, as stated in the Specification. Rather they show earnings in 1956-2 of $16.70 working for Morris Latter.

Conclusions: The Company's defense in this case is rejected. As found above, the Company was obligated to retrain returning strikers in other operations to make room for them. No willful loss of earnings has been proven. Gloria Delpit is entitled to backpay as set forth in the Appendix, which reflects adjustments for unproven expenses and for her correct interim earnings in 1956-2. See discussion below regarding missing strikers. See p. 186.

86. MATHILDA DELPIT

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	8-15-55	8-15-55	Ends 8-15-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company on the willful loss issue: Although Delpit had a very poor recollection of her efforts to obtain work the Social Security reports indicate that she was working during most of the backpay period. Due to the change to the calendar quarter basis of computation, Mathilda Delpit is entitled to a small amount of backpay in 1955-3 which is not claimed in the Specification. Delpit's interim earnings of $148 in 1955-3 working for Finest Foods will be deducted.

87. GLORIA DIXON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-22-55 (U.)	5-10-55 (Exh. C)	Begins 1-1-56
Reinstated	No	No	Ends Still accruing[1]

[1] The Company tendered Dixon reinstatement at the hearing on April 4, 1963.

Specific evidence adduced by the Company as to the lack of a vacancy: Dixon, a learner on operation top pressing on pants, was originally hired on April 5, 1954. When she personally applied for reinstatement on May 10, 1955, a "new hire," Albedia Hunter, a productive operator, was on Dixon's operation. The other two on this operation were returned strikers. Hunter worked at top pressing until November 1956.

Evidence adduced by the Company on the willful loss issue: Dixon, as far as she could recall, did not look for work in 1955 until she applied to, and was hired by, Baumer Foods in the latter part of December 1955. In 1956-1 Dixon went from Baumer Foods to the New Orleans Recreation Department where she was employed throughout the backpay period.

Conclusions: Dixon willfully incurred losses of earnings until she obtained the job with Baumer Foods the last week in December 1955. Her earnings this week at Baumer Foods were in excess of what she would have earned at the Company. Consequently, the backpay period as to Dixon commences on January 1, 1956. Dixon is entitled to backpay as set forth in the Appendix, which reflects the elimination of all claim for backpay in 1955. See p. 187.

88. ELIZABETH DRAKE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	4-25-55	4-25-55	Ends 4-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Drake did not look for work any place but the Company's plant during the backpay period. There is no evidence as to what Drake was told when she applied in person at the plant on April 14, 1955, and consequently the record does not show, for example, either that she was told that she would be re-

called shortly (which appears likely in view of the fact that she was recalled in less than 2 weeks after she applied in person) or that she was told that her job had been discontinued and that she would not be recalled at all. In these circumstances it appears reasonable, as to all those strikers recalled within about 2 weeks after their personal application, to infer that they were given some indication when they personally applied at the plant that they would be recalled soon, and to hold as to them that they did not incur a willful loss of earnings by not looking elsewhere for work in the first 2 weeks or so after they applied for reinstatement at the plant. Cf. *Monroe Feed Store*, 122 NLRB 1479, 1481.

Conclusions: No willful loss of earnings has been proven. Elizabeth Drake is entitled to backpay as set forth in the Appendix at p. 187.

89. NORMA DUCKETT

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Reinstated	8-3-55	8-3-55	Ends 8-3-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Duckett worked for Haspel's for 4 months but was laid off for lack of work just about the time the strike was called off. For a few months thereafter, Duckett drew unemployment *conpensation* and, pursuant to a provision in the Louisiana law, reported at Haspel's to draw her benefits. In the summer of 1955, according to Duckett's credible testimony, she applied for work at various sewing factories. During the backpay period Duckett worked for Mrs. O'Reilly 2 days a week for 8 weeks at $5 a day.

Conclusions: No willful loss of earnings has been proven. Norma Duckett is entitled to backpay as set forth in the Appendix, which reflects Duckett's additional interim earnings working for Mrs. O'Reilly. See p. 187.

90. ARTHEMISE DUFAUCHARD

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	4-15-55	Begins 4-18-55
Reinstated	4-28-55	4-28-55	Ends 4-28-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Dufauchard did not look for work any place but the Company's plant during the backpay period. The record does not disclose what Dufauchard was told when she personally applied for reinstatement.

Conclusions: For the reasons stated in the case of Elizabeth Drake, no willful loss of earnings has been proven. Arthemise Dufauchard is entitled to backpay as set forth in the Appendix at p. 187

91. ISABELLA EDDINGTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Reinstated	4-25-55	4-25-55	Ends 4-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Eddington did not look for work any place but the Company's plant during the backpay period. When Eddington personally applied at the plant for reinstatement, she was told she would be called when the Company had an opening for her.

Conclusions: No willful loss of earnings has been proven. Isabella Eddington is entitled to backpay as set forth in the Appendix at p. 187.

92. ALICE EVANS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	7-12-55	7-12-55	Ends 7-12-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Evans was employed from about the middle of June until about the time she was put back to work by the Company. As to her search for work prior to that time, Evans could not recall the names of places where she applied, but she testified convincingly that she looked for work during this period, explaining that she needed work at this time.

Conclusions: No willful loss of earnings has been proven. Alice Evans is entitled to backpay on the basis set forth in the Appendix at p. 188.

93. VIVIAN FARRIA

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	6-10-55	6-10-55	Begins 6-20-55
Reinstated	8-8-55	8-8-55	Ends 8-8-55

Specific evidence adduced by the Company as to the lack of a vacancy: *vacancy:* None

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Farria worked 2 days a week as a maid throughout the backpay period and did not look for other work. She was paid $5 per day for this work.

Conclusions: By not seeking work during the 3 days a week on which she was idle, Farria willfully incurred a loss of earnings. Accordingly, Farria's total gross backpay will be computed upon the basis of what she would have earned working for the Company 4 days in each biweekly payroll period, or .4 times the average employee earnings

for each biweekly payroll period in the backpay period. Farria is entitled to backpay as set forth in the Appendix, which reflects the adjustment stated above. See p. 188.

94. PEARL FERGUSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	4-11-55	Begins 4-19-55
Reinstated	8-8-55	8-8-55	Ends 8-8-55

Specific evidence adduced by the Company as to the lack of a vacancy:
Ferguson's operation before the strike was sewing on suspender buttons. After the strike this operation had been discontinued. Upon her recall, Ferguson was retained on the pants seam pressing operation.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Ferguson worked at three different places during the less than 4 months' backpay period and the record shows that she actively sought work when unemployed.

Conclusions: While the record shows that Ferguson's suspender button sewing operation had been discontinued, in view of the Examiner's finding that the Company was obligated to retain returning strikers, which the Company belatedly did in Ferguson's case, this defense is rejected. No willful loss of earnings has been proven. Pearl Ferguson is entitled to backpay as set forth in the Appendix at p. 188.

95. ETHEL FOREMAN (ASKINS)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	7-11-55	7-11-55	Begins 7-19-55
Reinstated	No		Ends Still accruing [1]

[1] On April 19, 1963, while Foreman was on the witness stand, the Company offered her reinstatement. Askins declined.

Specific evidence adduced by the Company as to the lack of a vacancy: None. The contrary is established by Rutter's testimony that a replacement, Odeal Stills, continued on Askins' old operations—button sew and buttonhole hip pocket—until September 1955. Rutter admitted that Askins was experienced on several operations and "having been used as a utility operator must have had some degree of proficiency above and beyond the average."

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: While Askins had substantial earnings in each quarter throughout the backpay period, they averaged between a third and a quarter less than Askins would have earned at the plant. During the backpay period Askins did day work as a maid, worked in a restaurant, and for the past 6 years had worked in a laundry. During the whole time Askins did not look for a job in a sewing factory. She explained that she "was looking for work that [she] could get" and that she was "satisfied" with the jobs she held.

Conclusions: In the opinion of the Examiner, an employee in the economic level of Askins who works virtually full time during the backpay period, does not breach her duty to mitigate damages by failing to seek a better paying job. The Examiner has considered whether Askins might be regarded as having removed herself from the sewing factory labor market at some point during her tenure at the laundry because of her acceptance of this "regular" job at the laundry. The Examiner concludes that he cannot draw any such speculative inference and that the effectuation of the policies of the Act requires that Askins be made whole for her losses up until the time of the Company's offer of reinstatement to her. See *Mastro Plastics Corp.*, 136 NLRB 1342, 1349-1350 and fn. 20. Ethel Foreman Askins is entitled to backpay as set forth in the Appendix at p. 189.

96. GENEVER FOUNTAIN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	5-2-55	5-2-55	Ends 5-2-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: During the backpay period Fountain applied for work at Haspel's and one other establishment she could not remember the name of.

Conclusions: No willful loss of earnings has been proven. Genever Fountain is entitled to backpay as set forth in the Appendix at p. 189.

97. ZEARLEE FRANKLIN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	5-16-55	5-30-55	Ends 5-16-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Franklin testified that she "looked for a job" but that she could not recall the names of the places or the dates when she applied. On this state of the record the Examiner concludes that the Company has not sustained its burden of proof on this issue.

Conclusions: No willful loss of earnings has been proven. Zearlee Franklin is entitled to backpay as set forth in the Appendix at p. 189.

98. GENEVA GABRIEL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Gabriel testified that she had gone to many places looking for work during

the backpay period and that she had made a note at the time of the names and addresses of these places. In his examination of Gabriel, counsel for the Company suggested that this note was fabricated to buttress false testimony. While the Examiner understands the basis for Counsel's attack on Gabriel's credibility, he concludes, in view of Gabriel's testimony as a whole and her demeanor while testifying, that Gabriel's testimony concerning her search for work was not false.

Conclusions: No willful loss of earnings has been proven. Geneva Gabriel is entitled to backpay as set forth in the Appendix at p. 190.

99. MARY GANT (WARD)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	4-8-55	Begins 4-14-55
Reinstated	7-18-55	7-18-55	Ends 7-18-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. The contrary is shown by Rutter's testimony that on July 18, 1955, when Gant was reinstated two replacements were still working on rocap, which was Gant's operation. Rutter further testified that at the end of April, which was not long after Gant had applied in person, the Company had two "brand new people" on rocap who were not producing what one experienced operator could produce. Yet the Company, by its own admission did not even attempt to get in touch with Gant until the end of June, at which time it purportedly sought to have Gant report on July 12. As the Examiner construes Gant's testimony, Gant received a post card on Wednesday, July 13, telling her to report for work, went to the plant on Thursday, July 14, and arranged to report for work on Monday, July 18. Gant reported on July 18, as thus arranged.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Gant did housework 2 days a week, throughout the backpay period. She did not seek work elsewhere.

Conclusions: By not seeking work during the 3 days a week on which she was idle, Gant willfully incurred a loss of earnings. Accordingly, Gant's total gross backpay will be computed upon the basis of what she would have earned working for the Company 4 days in each biweekly payroll period, or .4 times the average employee earnings in each biweekly payroll period in the backpay period, to which will be added the vacation bonus set forth in the Specification. Gant is entitled to backpay as set forth in the Appendix at p. 191.

100. CATHERINE GIVENS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-22-55 (U.)	6-3-55	Begins 5-3-55
Reinstated	6-3-55	June 1955	Ends 6-3-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. The Company inadvertently included Givens in Schedule (d), as Mr. Read stated at the hearing. Apparently she should have been included in Schedule (c).

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Givens unsuccessfully applied for jobs at several garment factories during the backpay period.

Conclusions: No willful loss of earnings has been proven. Catherine Givens is entitled to backpay as set forth in the Appendix at p. 191.

101. HERISE GREEN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Reinstated	6-20-55	6-20-55	Ends 6-20-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim

earnings and willful loss of earnings: During the pre-Easter season 1955, Green worked for Marlin Candies, Inc. Good Friday was her last day of work there. Thereafter for some weeks she was unemployed. During this period she registered with the State Employment Service, and looked for work many places. She finally got a job in June with the New Orleans Laundry.

Conclusions: No willful loss of earnings has been proven. Herise Green is entitled to backpay as set forth in the Appendix at p. 191.

102. LOUISE GREEN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Reinstated	4-28-55	4-28-55	Ends 4-28-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Green did not look for work during the backpay period other than applying in person at the Company's plant. The record does not disclose what Green was told when she personally applied for reinstatement.

Conclusions: For the reasons stated in the case of Elizabeth Drake, no willful loss of earnings has been proven. Louise Green is entitled to backpay as set forth in the Appendix at p. 191.

103. ETHEL GRIFFIN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55 (Ans.)	Begins 4-14-55
Reinstated	4-26-55	4-26-55	Ends 4-26-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim

earnings and willful loss of earnings: Ethel Griffin did not look for work during the backpay period other than applying in person at the Companh's plant. The record does not disclose what Griffin was told when she personally applied for reinstatement.

Conclusions: For the reasons stated in the case of Elizabeth Drake, no willful loss of earnings has been proven. Ethel Griffin is entitled to backpay as set forth in the Appendix at p. 192.

104. JOYCE GRIFFIN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	5-11-55	Begins 4-19-55
Reinstated	5-23-55	5-23-55	Ends 5-23-55

Specific evidence adduced by the Company as to the lack of a vacancy: When Griffin was reinstated all of the girls on her operation were returned strikers.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Joyce Griffin worked throughout the backpay period for New Orleans Laundry.

Conclusions: No willful loss of earnings has been proven. In view of the Company's obligation, hereinabove found, to transfer and retrain workers, the Company's defense in this case is rejected. Joyce Griffin is entitled to backpay as set forth in the Appendix at p. 192.

105. MARY GUIDRY

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55	4-14-55	Begins 4-14-55
Reinstated	8-26-55	8-26-55	Ends 8-26-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. When Guidry was reinstated, Asa Jackson, a replacement, was transferred to another job to make room for her.

Evidence adduced by the Company regarding interim

earnings and willful losses of earnings: Guidry was sent a letter in July instructing her to contact the Company abour reporting for work. When she did so, Supervisor Drake told her that he would call her later. During the backpay period Guidry sought work at various establishments, including sewing factories, but her only earnings were $6.50 for 1 day's work as a maid in 1955-2.

Conclusions: No willful loss of earnings has been proven. Mary Guidry is entitled to backpay as set forth in the Appendix, which reflects her earnings as a maid. See p. 192.

106. CATHERINE HALL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-20-55	4-20-55	Begins 4-28-55
Reinstated	6-3-55	6-3-55	Ends 6-3-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Although Hall could not remember where she applied for work during the backpay period, the Examiner credits her testimony that she looked for work during this time. There is no countervailing evidence.

Conclusions: No willful loss of earnings has been proven. Catherine Hall is entitled to backpay on the basis set forth in the Appendix at p. 192.

107. VEOILA GIBSON HAMILTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	5-2-55	5-2-55	Ends 5-2-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Hamilton did not look anywhere for employment during the backpay period, except at the Company's plant. The record does not disclose what Hamilton was told when she personally applied for reinstatement.

Conclusions: For the reasons stated in the case of Elizabeth Drake, no willful loss of earnings has been proven. Veoila Gibson Hamilton is entitled to backpay as set forth in the Appendix at p. 192.

108. NINNIE HUGHES (JOHNSON)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	5-12-55	Begins 4-14-55
Reinstated	7-26-55	7-26-55	Ends 7-26-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Johnson worked throughout the backpay period at the New Orleans Laundry.

Conclusions: No willful loss of earnings has been proven. Ninnie Hughes Johnson is entitled to backpay as set forth in the Appendix at p. 194.

109. ELNORA JACKSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	7-12-55	Begins 4-14-55
Reinstated	8-15-55	8-15-55	Ends 8-15-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Jackson worked 1 day a week doing housework throughout the backpay period. Jackson testified that she filled out an application

for employment during the backpay period at Louisiana Garment and one other factory. Although the Company makes a serious attack on Jackson's credibility,[1] the Examiner, after observing Jackson on the stand, is of the opinion that the record is insufficient to warrant the finding that Jackson did not look for work during the backpay period.

Conclusions: No willful loss of earnings has been proven. Elnora Jackson is entitled to backpay as set forth in the Appendix at p. 194.

110. EUNICE JOHNSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	8-15-54	4-11-55 (Exh. C)	Begins 9-6-54
Reinstated	No	No	Ends Still accruing[1]

Evidence adduced by the General Counsel respecting Johnson's application for reinstatement: Johnson testified that in August 1954 she and a group of ladies talked to Rutter about going back to work. Rutter told her, according to Johnson, that he had another girl on the machine on which she had been training, but that he would call her as soon as he opened another training class. She did not fill out an application at this time. Rutter testified

[1] The Company introduced into evidence R-130, a Form 916, which lists Jackson as being unemployed during the backpay period and does not indicate, as the instructions on the form direct, the names of the places where she looked for work during the period she was unemployed. The record in this case indicates that the Form 916's were not filled out by the Board representatives but by representatives of the Union at the Union office from information furnished by the employees. The information was obtained in 1958, almost 3 years after the strike was over. The record does not fully disclose the procedure utilized by the Union representatives in eliciting the information which was put down in the forms. Under all the circumstances, the Examiner does not regard R-130 as compelling the conclusion that Jackson was testifying falsely.

[1] The Company, without waiving its defenses in this proceeding, offered Johnson reinstatement at the hearing on February 15, 1963. Johnson accepted.

that the Com
pany did not have an application from John-
son as of Au
gust 1954.[2] Under all the circumstances the
Examiner cr
edits Johnson's testimony about her August
1954 applica
tion for reinstatement. Absent more specific
testimony co
ncerning the precise date in August on which
Johnson mac
e her application, the Examiner finds that
it was made
on August 30, 1954.

*Specific ev
idence adduced by the Company as to the
lack of a vac
ancy:* Johnson who was first hired less than
a month bef
re the strike started, was a learner on oper-
ation button
and buttonhole hip pockets. Rutter credibly
testified that
on August 15, 1954, two returned strikers,
Dorothy Ne
er and Theresa Torregano, were the only
employees w
rking on this operation. About a month later
Odeal Stills,
a replacement, was hired to work on John-
son's operati
n. During August 1954 the Company hired
14 female e
ployees.[1] No evidence was adduced by the
Company co
cerning the lack of vacancies thereafter on
Johnson's op
ration.

*Evidence
adduced by the Company regarding interim
earnings and
willful loss of earnings:* Johnson testified
at length co
cerning her efforts to obtain work after she
applied for r
instatement in August 1954. While she could
not rememb
r the specific places she looked in 1954-3,
she testified
hat she usually went to the downtown stores,
the hospitals
and the factories when she was looking for
work. Johns
n's subsequent work history indicates this to
be true, as
e worked for various stores, restaurants and
for private i
dividuals, in addition to applying at various

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[2] The Gener
Counsel states in his brief, without referring to
the transcript
page, that Rutter denied having any recollection
of this conve
ation with Johnson in 1954. The Examiner has
been unable to
nd in the record any such denial by Rutter. Rutter's
only testimon
was that the Company's files contained no August
1954 applicati
n, which for the reasons stated above, is not con-
clusive of the
act of Johnson's not having applied in August 1954.
If the Exami
r should be in error in his understanding of the
record on this
oint, it may be observed that the Company's failure
to assist the
xaminer by briefing the individual cases has handi-
capped the E
miner throughout his consideration of the case.

[1] This figur
is taken from GC-47.

sewing factories. In 1955, during the quarters for which a claim is made, Johnson had substantial earnings working for a newsdealer. From 1957 to 1958, during the pertinent quarters, Johnson had some work in each quarter except 1959-4. In addition, during this period Johnson answered ads in the newspapers for jobs, and made the rounds of the stores, hospitals, and factories, and applied at sewing factories, including the Company's. In both of the pertinent quarters of 1960, Johnson did some work. After a short stint attending a school of practical nursing in 1960-3, an excluded quarter, Johnson again made the rounds of the hospitals, but was unsuccessful in obtaining work. Finally, after registering with the State Employment Service, Johnson was referred to a restaurant where she worked about a month in 1960-4. Johnson could not recall what efforts she made to obtain work in the first half of 1961.

Conclusions: The General Counsel has sustained his burden of proof with respect to Eunice Johnson's application for reinstatement. In view of the Company's need for trainees during the strike, its subsequent hiring of a replacement on her operation without recalling Johnson, and its obligation, as found above, to retrain returning strikers, the Company's defense that there was no vacancy on her operation is rejected.

The Company has failed to sustain its burden of proving a willful loss of earnings. Eunice Johnson is entitled to backpay as set forth in the Appendix. The Appendix reflects the following adjustments. The beginning of the backpay period on September 5, 1954, and the elimination of all claims for 1957-3, 1960-1, and 1960-3. The latter adjustments are made in accordance with the General Counsel's request in his brief. See p. 195.

111. LOUELLA JOHNSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-20-55	Begins 4-14-55
Reinstated	8-3-55	8-3-55	Ends 8-3-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Johnson worked through the backpay period at the New Orleans laundry. It was not a fulltime job, however. Johnson credibly testified that she applied for work at quite a few places during the backpay period, including two sewing factories. The Examiner does not regard R-174, a Form 916, as raising a credibility question, for the form is designed to elicit facts concerning search for work only during periods of unemployment, and Johnson had a job at the laundry during the entire backpay period.

Conclusions: No willful loss of earnings has been proven. Louella Johnson is entitled to backpay as set forth in the Appendix at p. 195.

112. VIRGINIA JOHNSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-29-55 (Ans.)	Begins 4-14-55
Reinstated	8-5-55	8-5-55	Ends 8-5-55

Specific evidence adduced by the Company as to the lack of a vacancy. None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Johnson, who had a very poor memory for dates, testified that she made a personal application for reinstatement after the strike could not give the date on which she made it. Johnson further testified that she had applied for jobs many times but could not say whether or not these applications were made after the strike was called off.

Conclusions: No willful loss of earnings has been proven. Virginia Johnson is entitled to backpay on the basis set forth in the Appendix at p. 195.

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[1] The Specification inadvertently fails to state that the period from June 7, 1955, through June 20, 1955, is excluded in computing gross backpay for 1955-2 because of illness. An adjustment is also made in Johnson's interim earnings at the laundry, these are estimated at $22.50 per week.

113. EDNA JONES

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Reinstated	4-28-55	4-22-55 [1]	Ends 4-28-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Jones did not look for work during the backpay period aside from filing an application at the plant on April 19. The record does not disclose what Jones was told when she personally applied for reinstatement.

Conclusions: For the reasons stated in the case of Elizabeth Drake, no willful loss of earnings has been proven. Edna Jones is entitled to backpay as set forth in the Appendix at p. 196.

114. SHIRLEY JONES (TAYLOR)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	10-28-55	Begins 4-19-55
Reinstated	12-7-55	12-7-55	Ends 6-30-55 [1]

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[1] This must be a typographical error for R-176 contains the following notation: "Date to report *28 Apr. 55.*"

[1] Due to his failure to comprehend even after interviewing Taylor that she had been unemployed up until September, the General Counsel erroneously concluded that Taylor was not available for employment after the end of 1955-2 and claimed no backpay for 1955-3 and 1955-4. At the hearing the General Counsel moved to amend the Specification to add backpay for 1955-3 and 1955-4, and to give the Company the deduction for her interim earnings at the nursery. This motion to amend is denied. The basic facts upon which the motion is based were available to the General Counsel at the time the Specification was issued, and the Examiner, pursuant to his rulings in such situations, declines to grant such motions to amend where the effect of doing so is to increase the amount of backpay claimed for the employee.

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Taylor earned $25 a week working for a nursery from the end of the strike until September 1955.

Conclusions: No willful loss of earnings has been proven. Shirley Jones Taylor is entitled to backpay as set forth in the Apendix, which reflects her earnings at the nursery. See p. 196.

115. OLIVA JOSHUA

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	5-10-55	5-10-55	Begins 5-18-55
	6-6-55	6-6-55	Ends 6-6-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Joshua unsuccessfully sought work at two other sewing factories during the backpay period.

Conclusions: No willful loss of earnings has been proven. Olivia Joshua is entitled to backpay as set forth in the Appendix at p. 196.

116. JOHNNIE MAE KEELER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	4-25-55	Begins 4-19-55
Reinstated	8-4-55	8-4-55	Ends 8-4-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: None. Keeler, although subpenaed by the Company did not appear. The parties stipulated that she was confined to a mental institution. The Social Security records introduced into evi-

dence by the General Counsel show that Keeler worked a short time in 1955-2.

Conclusions: No willful loss of earnings has been proven. Johnnie Mae Keeler is entitled to backpay as set forth in the Appendix at p. 196. See the discussion in the Appendix concerning the procedure to be followed in the case of incompetent employees.

117. DOROTHY KELLY

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-25-55 [1]	4-25-55 [1]	Begins 5-3-55
Reinstated	5-17-55	5-17-55	Ends 5-17-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Kelly worked for the Alamo cleaners during the 2-week backpay period.

Conclusions: No willful loss of earnings has been proven. Dorothy Kelly is entitled to backpay as set forth in the Appendix at p. 196.

118. ALNETTA KIMBLE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-21-55	Begins 4-14-55
Reinstated	10-1-55 [1]	4-28-55	Ends 4-28-55

The evidence adduced by the General Counsel regarding the nonequivalence of the job to which Kimble was assigned on April 28, 1955. Before the strike Kimble was a topstitcher of waistbands in one of the production lines.

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[1] As amended at the hearing.

[1] The Specification indicates that Kimble was rehired on 4-28-55. The General Counsel takes the position that this was not for an equivalent job, and hence the backpay period continued until she was restored to her regular job.

Upon being rehired on April 28, 1955, she was assigned to topstitching waistbands on a machine which was out of the line, where her earnings were substantially less than they had been before the strike. A replacement, Shirley Marrero, who was hired in June of 1954, continued on a job on the line as a topstitcher of waistbands until August 1955. The General Counsel relies on the following as establishing that Kimble was not properly reinstated: The fact that a replacement filled a position on the line as a topstitcher of waistbands and the further fact that Kimble's earnings after the strike were considerably lower than her former earnings. However, after the strike Kimble was assigned to the identical operation which she had performed before the strike, and the Examiner is not persuaded that the reason for Kimble's lower earnings after the strike was her assignment to a machine out of that line. The production records before and after the strike, upon which the General Counsel relies, indicate to the Examiner that it was Kimble's loss of skill during the strike which accounted for her lower production after the strike. This is suggested by Kimble's gradually increasing production which almost reached her prestrike level before she was reassigned to machine on the line.

Specific evidence adduced by the Company as to the lack of a vacancy: None. The contrary is established by the fact that the replacement, Shirley Marrero, filled a job as topstitcher of waistbands until August 1955.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Kimble credibly testified as to her search for employment during the backpay period, which included efforts to obtain work at two other sewing factories besides the Company's.

Conclusions: The General Counsel has failed to establish that Kimble was not properly reinstated. The Company has failed to prove a willful loss of earnings. Kimble is entitled to backpay as set forth in the Appendix, which reflects the ending of the backpay period on April 28, 1955. See p. 196.

119. GERTRUDE La ROSE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Reinstated	6-9-55	6-9-55	Ends 6-9-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: La Rose worked during most of the backpay period as a maid and earned $132 working in this capacity. Also, La Rose looked for work at various sewing factories during this time.

Conclusions: No willful loss of earnings has been proven. Gertrude La Rose is entitled to backpay as set forth in the Appendix, which reflects the deduction of La Rose's earnings as a maid. See p. 196.

120. EDNA Le BEAU

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	5-5-55	5-5-55	Ends 5-5-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: About the same time as Le Beau personally applied for reinstatement at the plant, she placed an advertisement in the paper seeking work as a maid. The record does not disclose whether or not Le Beau was seeking full time work. In response to this advertisement Le Beau obtained a job on which she worked 2 days a week. After working about 2 weeks on this job, Le Beau was reinstated by the Company. Le Beau did not look for other work while working as a maid.

Conclusions: No willful loss of earnings has been

proven. Edna Le Beau is entitled to backpay as set forth in the Appendix at p. 197.

121. RUBY LEE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	4-26-55	4-26-55	Ends 4-26-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: During Lee's short backpay period she was registering weekly for, and drawing, partial unemployment compensation. Lee was not referred by the Louisiana State Unemployment Service for any jobs during this period. Lee was receiving partial benefits due to the fact that she was working 15 hours a week at night on the steamer "President," an extra job which she continued to hold for about a year after returning to work for the Company.

Conclusions: No willful loss of earnings has been proven. Ruby Lee is entitled to backpay as set forth in the Appendix at p. 197.

122. LOETHA McKINNIE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-28-55 [1]	4-28-55 [1]	Begins 5-6-55
Reinstated	5-12-55	5-12-55 [2]	Ends 5-12-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: McKinnie worked 3

[1] As amended at the hearing.

[2] In the amended answer this date was inadvertently given as 12-5-55.

days a week at a store during the short backpay period.

Conclusions: No willful loss of earnings has been proven. Loetha McKinnie is entitled to backpay as set forth in the Appendix which reflects the deductions of $15 interim earnings not shown in the Specification. See p. 198.

123. VIVIAN MAGEE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-18-55	4-18-55	Begins 4-26-55
Reinstated	12-5-55	12-5-55	Ends 12-5-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Magee worked full time at Bonck's for about 4 months before being reinstated by the Company in December. Prior to that time she had previously applied at Bonck's and other sewing factories, and had registered for employment at the State Employment Service.

Conclusions: No willful loss of earnings has been proven. Vivian Magee is entitled to backpay as set forth in the Appendix at p. 198.

124. ELEANOR MARGIN (COLEMAN)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)[1]	4-11-55	Begins 4-14-55
Reinstated	8-8-55	8-8-55	Ends 8-8-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Coleman was employed throughout the backpay period at a hospital.

[1] As amended at the hearing.

Conclusions: No willful loss of earnings has been proven. Eleanor Margin Coleman is entitled to backpay as set forth in the Appendix at p. 198.

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125. DOROTHY MARSHALL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	4-28-55	4-28-55	Ends 4-28-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. Marshall was a fly stitcher. As stated in the case of Gloria August, two replacements were on Marshall's operation when she applied for reinstatement in April. One remained with the Company until October 1955 and the other until December 1955.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Marshall looked for jobs at numerous places, including sewing factories, after she filled out an application at the plant on April 14, 1955.

Conclusions: No willful loss of earnings has been proven. Dorothy Marshall is entitled to backpay as set forth in the Appendix. See p. 198.

126. GLORIA MATTHEWS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	5-5-55	5-5-55	Begins 5-13-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55 [1]

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim

[1] Matthews was notified prior to July 18, 1955, to contact the personnel office on July 18. She did not report until July 25, 1955. The Company apparently contends that backpay should terminate on July 18, 1955. For the reasons stated in the case of Gloria Brown August, this contention is rejected.

earnings and willful loss of earnings: Mathews was employed part time by Haspel's throughout the backpay period. In his brief the General Counsel has supplied information concerning additional interim earnings, not shown in the Specification, and not otherwise shown in the record, as follows: 1955-2, $156.96 and 1955-3, $33.90.

Conclusions: No willful loss of earnings has been proven. Gloria Matthews is entitled to backpay as set forth in the Appendix. See p. 199.

127. ROBERTA MONETTE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	4-25-55	4-25-55	Ends 4-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willfull loss of earnings: None. The Company did not call Monette as a witness.

Conclusions: No willful loss of earnings has been proven. Roberta Monette is entitled to backpay as set forth in the Appendix at p. 199.

128. LEOLA MOORE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-15-55	5-4-55	Begins 5-12-55
Reinstated	8-4-55	8-4-55	Ends 8-4-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willfull loss of earnings: After filing a written application for reinstatement with the Company on May 4, 1955, Moore substituted for a friend at the U.S. Naval Station for 2 weeks, while her friend was on vacation. At the end of this time, her employer asked Moore

to stay on but Moore declined; stating that she was expecting to go back to work for the Company. Throughout the backpay period Moore worked part time selling cosmetics and netted about $9 per week. As Moore testified, for much of her working life she "had been doing that type of work on the side along with any other type of work [she] had been doing." Moore obtained 1 day's work at a seafood bar just before she was reinstated for which she was paid $4. Moore admittedly sought no other work in the backpay period than that set out above.

Conclusions: Moore willfully incurred a loss in earnings by declining to accept further employment at the U.S. Naval Station and not seeking further employment until about August 1, 1955. The Examiner regards Moore's earnings on the cosmetics route as being in the nature of supplemental earnings for work performed outside of normal factory working hours which would not be deductible as interim earnings in any event. Moore is entitled to backpay as set forth in the Appendix, omitting any remuneration for the period from June 13, 1955, to July 29, 1955, during which time the Examiner finds that Leola Moore willfully incurred a loss of earnings. See p. 199.

129. LENA MOTEN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	4-26-55	4-26-55	Ends 4-26-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Apart from applying for work personally at one place and calling to inquire about a job at Haspel's, Moten did not look elsewhere for employment during the 8 working day backpay period.

Conclusions: No willful loss of earnings has been proven. Lena Moten is entitled to backpay as set forth in the Appendix at p. 199.

130. ROSIE LEE NEWTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-22-55 (U.)	4-22-55	Begins 5-3-55
Reinstated	7-12-55	7-12-55	Ends 7-12-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willfull loss of earnings: None. Newton resided in San Francisco at the time of the hearing and was not called as a witness by the Company, although the Examiner offered to adjourn the hearing to California to enable the parties to call as witnesses the employees residing there. The Specification shows interim earnings throughout the backpay period.

Conclusions: No willful loss of earnings has been proven. Rosie Lee Newton is entitled to backpay as set forth in the Appendix at p. 200.

131. CLOTHILDE NICHOLAS (MARTIN)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	6-17-55	Begins 6-29-55
Reinstated	8-2-55	8-2-55	Ends 8-2-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: The only place besides the Company where Martin looked for work in the backpay period was Cute Togs (Southern Manhattan Infantswear), where she was immediately hired about the end of June 1955.

Conclusions: Martin willfully incurred a loss in earnings from April 14, 1955, to and including June 28, 1955. Martin is entitled to backpay as set forth in the Appendix at p. 200.

132. SHIRLEY PARKER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-25-55	4-25-55	Begins 5-4-55
Reinstated	7-14-55	7-14-55	Ends 7-14-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Parker worked throughout the backpay period at Bonck's.

Conclusions: No willful loss of earnings has been proven. Shirley Parker is entitled to backpay as set forth in the Appendix at p. 201.

133. YVONNE PARNELL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	6-15-55	9- -55	Begins 6-23-55
Reinstated	No	No	Ends Still accruing

Evidence adduced by the General Counsel concerning Parnell's application for reinstatement: Parnell testified that she filled out a written application for employment at the Company's plant "about June" 1955. Supervisor Drake told her he did not have anything for her on that particular day. When asked to be more specific as to the date on which she filed her written application, Parnell testified that she thought it was about 4 months after she moved into a new house in January 1955. Parnell further testified that she went back to the Company's plant looking for work several more times in 1955. It was stipulated that if Drake were called as a witness he would testify that he had no recollection of the incident as to which Parnell testified, and accordingly, that he would neither be able to admit nor deny that such an incident occurred. The Company adduced no other evidence either contradicting Parnell's testimony about her applications

or supporting the allegation in its answer that Parnell had applied for reinstatement in September 1955.[1]

Specific evidence adduced by the Company as to the lack of a vacancy: Parnell, who previously had sewn the flaps, straps and collars for shirts, was transferred to tacking sleeves on April 15, 1954, about a week before the strike began. Rutter testified that on the week ending June 18, 1955, there were three operators on operation tack sleeve, including one "new hire," Betty Lee Mack. Mack remained on the payroll until February 1957.

Evidence adduced by the Company regarding interim employment and willfull loss of earnings: Except for the last week in June 1955, during every quarter in the entire period for which backpay is claimed by the General Counsel, Parnell worked as a maid, although from 1956 to 1958, she worked part time. However, during this period she looked for work afternoons as a maid. On one occasion Parnell put an ad in the paper seeking such work. At no time after Parnell obtained work as a maid did she look for work in a sewing factory. She was satisfied with her work as a maid.

Conclusions: Parnell made a written application for reinstatement on June 15, 1955, as alleged in the Specification. No willful loss of earnings has been proven. Yvonne Parnell is entitled to backpay as set forth in the Appendix at p. 201.

134. GLORIA PENN (SMITH)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	5-2-55	5-2-55	Ends 5-2-55

[1] The Examiner has considered R-81 upon which the Company apparently relies as casting doubt on Parnell's credibility. However, the Examiner concludes under all the circumstances of the case, and particularly the Company's failure to refute Parnell's testimony concerning her applications for reinstatement, that R-81 was sent to the Board by Parnell under a misapprehension of the significance of what she was doing. Parnell's testimony above set forth is credited.

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willfull loss of earnings: Smith worked full time throughout the short backpay period.

Conclusions: No willful loss of earnings has been proven. Gloria Penn Smith is entitled to backpay as set forth in the Appendix at p. 201.

135. LOUISE PHILLIPS (HEARNS)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	7-26-55	7-26-55	Ends 7-26-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Hearns was drawing unemployment benefits almost to the end of the backpay period, and registered weekly for work with the State Employment Service during this time. The Employment Service referred Hearns for 1 day's work during 1955-2 for which she was paid $5.

Conclusions: No willful loss of earnings has been proven. Louise Phillips Hearns is entitled to backpay as set forth in the Appendix, which reflects her earnings as a maid. See p. 201.

136. MELVINA POWELL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	6-6-55	6-6-55	Begins 6-14-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Powell obtained a job in another sewing factory about the end of June and

worked the rest of the backpay period. The record is silent with respect to Powell's efforts, if any, to obtain work on the first 2 weeks in the backpay period.

Conclusions: No willful loss of earnings has been proven. Melvina Powell is entitled to backpay as set forth in the Appendix at p. 201.

137. GLORIA RAPP (BENNETT)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	4-20-55	Begins 4-19-55
Reinstated	4-28-55	4-28-55	Ends 4-28-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: During the short backpay period Bennett registered for work at the State Employment Service in connection with her application for unemployment benefits.

Conclusions: No willful loss of earnings has been proven. Gloria Rapp Bennett is entitled to backpay as set forth in the Appendix at p. 202.

138. WILHELMINA RAY (BLANCHARD)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-21-55	Begins 4-14-55
Reinstated	No	No	Ends Still accruing[1]

Specific evidence adduced by the Company as to the lack of a vacancy: Rutter testified that Blanchard was on the operation button sew shoulder straps at the time the strike began. She had been working on army shirts covered by a Government contract which was being completed at that time. At the end of the strike, according to Rutter, this operation had been discontinued.

[1] The Company offered Blanchard reinstatement on May 28, 1963.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Blanchard did not look for work in 1955-2. Commencing early in July 1955, Blanchard worked steadily until July 1959. After working a short time at a cleaning establishment, Blanchard then obtained a job working for two doctors as an assistant to their technician. Blanchard was discharged by the doctors in July 1959, and thereafter looked unsuccessfully for work until she got a job at Haspel's in September 1959. Laid off by Haspel's in January 1960, Blanchard drew unemployment compensation benefits until she obtained a temporary job with a life insurance company. Laid off by this employer, Blanchard again received unemployment compensation benefits from August to December 1960. During this time Blanchard also filed an application with Schram's. In 1961-1 Blanchard attempted to obtain a job with the cleaning establishment she previously had worked for. Thereafter she did not look for work.

Conclusions: In view of the Examiner's finding that the Company was obligated to retrain operators for whom it had no vacancy at the time of their application for reinstatement, the Company's defense with regard to Blanchard is rejected. Blanchard willfully incurred a loss in earnings in 1955-2 and 1961-2 and is entitled to no backpay for these two quarters. No other willful loss of earnings has been established. Wilhelmina Ray Blanchard is entitled to backpay as set forth in the Appendix, which reflects the adjustment for two quarters in which Blanchard willfully incurred a loss of earnings. Due to the change to the calendar quarter method of computation Blanchard is entitled to backpay for 1955-4. See p. 202.

139. DOROTHY KEARNEY REED

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	8-16-55 [1]	8-16-55	Begins 8-24-55
Reinstated	No	No	Ends Still accruing

[1] At the hearing the Specification was further amended to set forth August 16, 1955, as the date of Reed's application.

Specific evidence adduced by the Company as to the lack of a vacancy: Rutter testified that Reed was a collar block point operator and that when Reed applied for reinstatement the shirts which the Company was then making did not require this operation. When the Company subsequently made shirts requiring block pointing, the operator was performed by one of the three trim and turn operators. No evidence was adduced as to which of the trim and turn operators subsequently did block pointing.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Reed did some work in each of the quarters during which the Examiner finds she is entitled to backpay. When Reed applied for reinstatement she was working in a nursery where she was paid $22 a week. Reed stopped working at the nursery on December 18, 1955, because she was pregnant with her first child, who was born on February 5, 1956. Reed commenced working for the Denham Meat Company on May 28, 1956, and worked there until December 8, 1956, at which time she quit because she was again pregnant. Reed resumed working for the Denham Meat Company at $30 per week on April 1, 1957, and continued throughout 1957-3, at which time the Company went out of business.

Having been unable to find other work, thereafter for the remainder of the backpay period Reed did housework exclusively, with substantial periods out while she had four more babies (including twins). The following quarters will be excluded because of pregnancies: 1957-4, 1958-1, 1958-2, 1958-3, 1959-3, 1959-4, and that portion of 1961-2 commencing on May 15. Reed continued working as a maid until May 15, 1961, when she had to stop working because of the imminent arrival of her sixth baby. Throughout this period Reed was paid $5.50 per day for her services as a maid. As Reed testified, she was not satisfied with the amount of work she was obtaining during the whole period she was doing housework, but she "was picking what [she] could get at the time."

The Specification credits Reed with interim earnings of 3 days a week at $5 per day throughout the period Reed

was doing housework, except for the period after November 1960, during which the Specification credits Reed with interim earnings of 2 days a week at $5. Reed testified regarding the number of days per week she worked doing housework, as follows: "Sometimes 5 days and sometimes I have 3 days or 2 days." Since the Company failed to clarify Reed's testimony in this regard, the Examiner finds in accordance with the allegations of the Specification as to the number of days each week during the backpay period Reed was working as a maid. However, the Examiner finds, in accordance with Reed's testimony, that Reed received $5.50 per day rather than the $5 figure used in the Specification.

Conclusions: In view of the Examiner's finding that the Company was obligated to retrain operators for whom it had no vacancy at the time of this application for reinstatement, the Company's defense with regard to Reed is rejected. No willful loss of earnings has been proven. Dorothy Kearney Reed is entitled to backpay as set forth in the Appendix at p. 202.

140. NERLIE REEVES

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	4-27-55	Begins 4-19-55
Reinstated	6-15-55	6-15-55	Ends 6-15-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Reeves looked for work at various sewing factories, including the Company's, during the 2 months' backpay period. The Examiner finds that Reeves earned $96 doing day's work during this time.

Conclusions: No willful loss of earnings has been proven. Nerlie Reeves is entitled to backpay on the basis set forth in the Appendix, which reflects her earnings doing day's work. See p. 202.

141. PEARL RICHARD (deceased)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-12-55 [1]	4-12-55	Begins 4-25-55
Reinstated	6-6-55	6-6-55	Ends 6-6-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: None.

Conclusions: No willful loss of earnings has been proven. The estate of Pearl Richard, deceased, is entitled to backpay as set forth in the Appendix. See p. 203.

142. ROSE RICHARDSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Reinstated	7-12-55	7-12-55	Ends 7-12-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: None. Richardson was not called as a witness.

Conclusions: No willful loss of earnings has been proven. Rose Richardson is entitled to backpay as set forth in the Appendix at p. 203.

143. DOROTHY P. RUBIT

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 [1]	4-22-55 (Ans.) 3-31-55 (Exh. C.)	Begins 4-14-55
Reinstated	7-13-55	7-13-55	Ends 7-13-55

[1] As amended at the hearing.

[1] This is the date alleged in the Specification originally. Dorothy P. Rubit's name was not included on the Union's April 5, 1955 appli-

Specific evidence adduced by the Company as to the lack of a vacancy: None. Before the strike Dorothy P. Rubit was on the operation trimming and turning collars with Dorothy B. Rubit. They were the only two employees on this operation before the strike. As stated in the case of Dorothy B. Rubit, a replacement remained on this operation throughout the period covered by the Specification, with one 10-month break in service.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings. Rubit at first testified that she applied for work at Alice Padell's after the strike was over and before she went back to work for the Company. Subsequently, she indicated that she was not sure whether she applied at Padell's during or after the strike.

Conclusions: No willful loss of earnings has been proven. Dorothy P. Rubit is entitled to backpay as set forth in the Appendix, which is figured on the basis contained in the Specification prior to any amendment. See p. 203.

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cation. At the hearing the General Counsel ascertained that the Company had in its files relating to this employee two applications, one dated March 31, 1955, and the other dated April 22, 1955. Thereupon, the General Counsel moved to amend the Specification to provide for a March 31, 1955, application date. The Examiner denied the motion. His ruling was consistent with his position that he would not grant the General Counsel leave to amend where the effect of the amendment would be to enlarge the Company's backpay obligation, if the factual basis for the motion to amend was within the General Counsel's knowledge, or reasonably should have been, at the time the Specification was issued. Upon this motion being denied, the General Counsel moved to amend the Specification to set forth on April 22, 1955, application date. This motion was granted. The General Counsel in his brief has requested the Examiner to reconsider his rulings with regard to the date of application of Dorothy P. Rubit. Upon reconsideration, the Examiner concludes that it is unfair to penalize Rubit for the errors or oversights of the General Counsel in connection with her case. The Examiner will consider the Specification as it was originally written. The record shows that Dorothy P. Rubit filed an application on March 31, 1955, and the Examiner finds it reasonable under the circumstances to hold that the backpay period for Rubit commenced on April 14, 1955, as stated in the Specification originally.

144. ADA SANDERS (NEWSOM)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-14-55	4-14-55	Begins 4-22-55
Reinstated	10-3-55	10-3-55	Ends 10-3-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: After unsuccessfully seeking work at other sewing factories, Newsom obtained a job during the strike doing cleaning work at the St. Bernard Parish Court House where she was employed throughout the backpay period at $19 per week. Newsom did not look for work elsewhere while working at the Court House. Since the Specification computed Newsom's earnings at the rate of $78 a month, a slight adjustment will be made in Newsom's interim earnings.

Conclusions: No willful loss of earnings has been proven. Ada Sanders Newsom is entitled to backpay as set forth in the Appendix at p. 203.

145. ELLEN SAWYER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-18-55 (U.)	4-22-55	No backpay
Reinstated	5-11-55	5-11-55	

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willfull loss of earnings: Sawyer did not look for work after the strike was over.

Conclusions: Sawyer willfully incurred a loss of earnings and is not entitled to backpay.

146. DELORES SCOTT

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	4-28-55	4-28-55	Ends 4-28-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. Two replacements continued working on Scott's job setting sleeves for months after Scott was reinstated.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Scott did not look for work during the backpay period. The record does not disclose what Scott was told when she personally applied for reinstatement.

Conclusions: For the reasons stated in the case of Elizabeth Drake, no willful loss of earnings has been proven. Delores Scott is entitled to backpay as set forth in the Appendix at p. 203.

147. REBECCA SEATON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-22-55	4-19-55	No backpay
Reinstated	5-16-55	5-16-55	

Specific evidence adduced by the Company as to the lack of a vacancy: None. Audrey Bourgeois, a replacement on Seaton's taping crotch operation, continued on the payroll throughout 1955.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Aside registering for employment on April 27, 1955, in connection with obtaining her check for unemployment compensation benefits, Seaton did not make any effort to obtain employment in the backpay period. During the strike Seaton did only 2 or 3 days work as a maid, and this was at the beginning of the strike. The Examiner infers from this fact

that Seaton was not seriously looking for work during most of the strike.

Conclusions: The Company has shown that Seaton made no serious efforts to gain employment for at least a year prior to her reinstatement, and that she registered for employment with the State Employment Service only as a part of her effort to collect unemployment compensation benefits. In the opinion of the Examiner such registration, in the circumstances of this case, does not fulfull Seaton's obligation to mitigate damages. Having thus willfully incurred losses in earnings during the whole alleged backpay period, Rebecca Seaton is not entitled to backpay.

148. CLARA SHELTON (PATTERSON)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55 (Exh. C)	Begins 4-14-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None of sufficient specifically to be meaningful.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: In 1955-2 Patterson unsuccessfully applied for work at several sewing factories, looked for work as a maid, and in the following quarter obtained work at Southern Manhattan, an infantswear sewing factory.

Conclusions: No willful loss of earnings has been proven. Clara Shelton Patterson is entitled to backpay as set forth in the Appendix, which reallocates interim earnings to the quarters shown in the Social Security records. See p. 203.

149. LILLIE MAE SIMPSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	5-22-55	No backpay
Reinstated	8-1-55	8-1-55	

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Aside from her personal application for work at the Company plant on May 2, 1955, Simpson did not look for work during the backpay period.

Conclusions: Simpson wilfully incurred a loss of earnings and is not entitled to any backpay.

150. ROSEMARY SONIA (VANTRY)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	6-6-55	6-6-55	No backpay
Reinstated	7-29-55	7-29-55 [1]	

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Aside from her personal application for work at the Company's plant on June 6, 1955, Vantry did not look for work during the backpay period.

Conclusions: Rosemary Sonia Vantry willfully incurred a loss of earnings and is not entitled to any backpay.

151. MILLIE STEWART (BATES)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-21-55	Begins 4-14-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: While Bates at first testified that she had made no effort to obtain work after the strike other than applying at the Company and mak-

[1] As amended at the hearing.

ing a few telephone calls seeking work as a maid, when shown a Form 916 filled out in February 1958, Bates testified that it was true that she had applied for work during the backpay period at various sewing factories, stores, and a canning factory. The Examiner credits Bates' latter testimony.

Conclusions: No willful loss of earnings has been proven. Millie Stewart Bates is entitled to backpay as set forth in the Appendix at p. 204.

152. DOROTHY TAPLIN (DUNCAN)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-18-55 [1]	4-18-55	Begins 4-26-55
Reinstated	5-3-55	5-3-55	Ends 5-3-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Duncan did housework 3 days a week in the 1-week backpay period.

Conclusions: No willful loss of earnings has been proven. Dorothy Taplin Duncan is entitled to backpay as set forth in the Appendix at p. 204.

153. LUVENIA THOMAS (WASHINGTON)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-25-55	Begins 4-14-55
Reinstated	7-13-55	7-13-55	Ends 7-13-55

[1] The Specification alleged an April 22, 1955, application date, but backpay was alleged to commence on April 26, 1955, which is consistent with an April 18 application and inconsistent with the later application. At the hearing the Trial Examiner denied the General Counsel's request to amend the Specification to show an April 18, 1955, application for Duncan. Pursuant to the request made in the General Counsel's brief, the Examiner has reconsidered his ruling denying the General Counsel's motion to amend the Specification and hereby grants said motion, it appearing that only a clerical error was involved and that the amending of the Specification does not enlarge the Company's backpay obligation.

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: It was stipulated that Washington was doing parttime work at the Post Exchange at Camp Leroy Johnson at the end of the strike and that she was employed at a sewing factory in Dallas for a short time in June 1955 and received $16.58 in compensation which is not shown in the Specification. Washington credibly testified that she looked for work in May 1955 but could not recall where.

Conclusions: No willful loss of earnings has been proven. Luvenia Thomas Washington is entitled to backpay as set forth in the Appendix, which reflects Washington's additional interim earnings in Dallas. See p. 204.

154. MARY THOMAS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	No backpay
Reinstated	6-13-55	6-13-55	

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Aside from personally applying for reinstatement on April 15, 1955, Thomas did not make any other application for work during the backpay period. Nor for months prior to the end of the strike had she looked for work. However, Thomas did draw unemployment compensation for some weeks after the strike was over. She could not recall for what length of time she drew such benefits. Although the Company subpenaed the unemployment compensation records of all the employees here involved, these records had been destroyed for years prior to 1957 and hence were not available from the Division of Employment Security of the State of Louisiana, the official custodian of the records.

Conclusions: The Company has established that Thomas made no efforts to obtain work for the better part of a year prior to her reinstatement and that she registered for employment with the State Employment Service only as a part of her effort to obtain unemployment compensation benefits. Under all the circumstances, the Examiner concludes that Mary Thomas has willfully incurred a loss in earnings and is not entitled to any backpay. See discussion of the case of Rebecca Seaton.

155. MIGONETTE THOMAS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-7-55	8-5-55	Begins 8-15-55
Reinstatement (offered)	6-15-55	No	Ends 6-1-56

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: The General Counsel seeks backpay for Thomas only for the period beginning 5 days after her admitted application for reinstatement on August 5, 1955, and ending June 1, 1956. Thomas credibly testified concerning job-seeking efforts in both 1955 and 1956, but she was unable to "pinpoint" the specific months in each year that she applied. Among the places during the backpay period where Thomas applied for work were several sewing factories and Baumer Foods.

Conclusions: No willful loss of earnings has been proven. Migonette Thomas is entitled to backpay as set forth in the Appendix at p. 204.

156. JESENU THORNTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Reinstated	8-15-55	8-15-55	Ends 8-15-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Thorton testified that she was desperately looking for work during the backpay period, and named the airport and Baumer Foods, as places where she had applied. Thornton also testified that she answered ads in the paper for houseworkers. Confronted with a Form 916 filled out in 1958 with information furnished by her, which listed only Louisiana Garment and LSU College as places where she had sought work, Thornton could explain the discrepancy between her testimony and the information on the Form 916 only by saying that she gave the information which she remembered at the time. The Examiner is not convinced from observing Thornton on the stand and considering her testimony as a whole that Thornton had a positive recollection at the hearing of having applied for work at Baumer Foods and the airport during the backpay period. On the other hand, the Examiner is not persuaded that the opposite is true, that Thornton did not look for work during the backpay period.

Conclusions: No willful loss of earnings has been proven. Jesenu Thornton is entitled to backpay as set forth in the Appendix at p. 204.

157. HILDA VALENTINE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	7-13-55	7-13-55	Ends 7-13-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: While Valentine could not recall the names of specific places where she applied for work in the 3-month backpay period, with the exception of the Chalmette Laundry, she did testify convincingly concerning her persistent and repeated efforts to obtain work during the backpay period.

Conclusions: No willful loss of earning has been proven. Hilda Valentine is entitled to backpay as set forth in the Appendix at p. 205.

158. MABEL WATSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-27-55	4-27-55	No backpay
Reinstated	7-25-55	7-25-55	

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Watson did not look for other work during the backpay period; she was waiting for the Company to recall her.

Conclusions: Watson willfully incurred a loss in earnings and is not entitled to any backpay.

159. ALICE WILLIAMS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Reinstated	5-30-55	5-30-55	Ends 5-30-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: While Williams' testimony is not wholly consistent in this regard, the Examiner finds that aside from working Wednesdays for Mrs. Robbins for which she was paid $4.14 per day, Williams was not looking for additional work during the backpay period. Accordingly, Williams' gross backpay will be computed on the basis of what she would have earned working for the Company 1 day a week in the backpay period.

Conclusions: Williams willfully incurred a loss of earnings during every day except Wednesdays in the backpay

period. Alice Williams is entitled to backpay as set forth in the Appendix, adjusted to reflect her willful loss of earnings. See p. 207.

160. YVONNE WOODFORK

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	5-9-55	
Reinstated	7-25-55	7-25-55	No backpay

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Woodfork testified that her last application for work before returning to the Company was the one which she made to the Company on May 9, 1955, and that her other attempts to gain employment were made before the strike was called off.

Conclusions: Woodfork has willfully incurred a loss of earnings and is not entitled to any backpay.

F. *The failure to report as requested defense (Schedule 6(e))*

1. Preliminary statement

The Company contends as to the 20 employees in this Schedule that it in one way or another sought to notify them to report for work but that with few exceptions, the employees failed to report as requested. With one exception, the Company delayed at least 3 months after the application relied upon by the General Counsel was made before attempting to get in touch with the employees. The Company excuses its delay on the grounds that it had no vacancies in the classifications of these employees until the dates of its efforts to communicate with them. Consequently, it is necessary to consider in each of these cases of the employees in this category whether the Company has sustained its burden of proof with respect to the absence of vacancies from the date of the application to the date of the alleged request to report.

2. The Company's duty to communicate to the employees the offers of reinstatement

The Company's duty under the Act, as later articulated in the Board's Order and the Court's decree, was to "offer immediate and full reinstatement" to the striking employees, upon application. In the view of the Examiner, offering reinstatement involves giving the striker employees the opportunity to decide whether or not to return to work, and an uncommunicated offer of reinstatement does not satisfy an employer's obligation to employees seeking to return to work after having been forced and on strike because of the employer's unfair labor practices. Thus, to fulfill the reinstatement obligation to returning unfair labor practice strikers the employer must communicate to the striking employee the offer and give him a chance to decide whether to accept. To establish this fact in a backpay proceeding the employer must present probative evidence showing a good-faith effort to communicate such an offer to the employee. Of course there will be situations in which the communication of such an offer to the striking employee may be difficult or impossible. In such cases, in the Examiner's opinion, the employer must show that he has taken all measures reasonably available to him to make known to the striker that he is being invited to return to work. The Examiner does not regard either the sending to a striker of an ordinary mail letter, which is not shown to have been received by him, or the telephoning of the residence of a striker and leaving a message for him, which is not shown to have been communicated to the striker, as fulfilling the employer's obligation to take all reasonable steps to see to it that his offer of reinstatement is communicated to the striker. Cf. *Monroe Feed Store*, 122 NLRB 1479, 1480-1481.

In this connection it is relevant to point out that as to all of the strikers who personally applied for reinstatement at the plant, the Company was in communication with them when they presented themselves at the plant, and that any difficulties of communication thereafter encountered were due solely to the Company's failure

promptly to reinstate them, as it was legally obligated to do. With respect to the few strikers whose only application was one made in their behalf in a union letter, proof that a letter was received by the Union offering reinstatement to such strikers would have satisfied the Company's reinstatement obligations. This is also true of all the strikers who applied for reinstatement, since the Union was their authorized bargaining representative. But at no time was any such letter sent to the Union, as Rutter admitted.

3. The Evidence Relied Upon by the Company to Show an Offer of Reinstatement and Failure to Respond

Two lists prepared by the Company are the source of much of the information upon which the Company relies with respect to the employees listed in Schedule 6(e). Rutter testified that the first list was a list prepared by the personnel clerk sometime in around May or June 1955 containing in alphabetical order the names of all the strikers named in the Union's letters of application for reinstatement. The first list was received in evidence as R-220. Rutter further testified that he used R-220 as a checklist or master list of the Company's contacts with the employees named thereon. Examination of the names on the list indicates that it includes most of those listed on the Union's letters of application and that it includes a few whose only application were personal ones, such as Ernestine Lanier, who applied at the plant on June 7, 1955.

The second list contains a listing of successive dates in the week beginning Monday, July 18, 1955, with a group of approximately seven to nine names listed under each date. This second list was received in evidence as R-219. Rutter testified that he indicated on R-220 the names of the employees to be sent letters requesting them to report for work and the dates they were to report, and gave R-220 to the personnel clerk with instructions that the designated employees be sent letters to report pursuant to his instructions. Thus, R-219 is a summary of the instructions given the personnel clerk regarding the sending of letters to the employees.

The letter which was sent out pursuant to these instructions was a mimeographed one and was dated July 15, 1965. Although by this time the Company had been served with a copy of an unfair labor practice charge alleging that its refusal to reinstate the strikers was violative of Section 8(a)(3) and (1) of the Act (the charge was filed on June 29, 1955), the Company did not keep completed copies of these letters, and they were not sent by certified or registered mail, but by ordinary mail.

The text of the letter is as follows:

> Dear Madam:
>
> Since the termination of the strike, we have been making the adjustments in our operation necessary to rehire all strikers who desire to return to work. However, in contacting the former strikers, we have found that many who applied for work are not interested in returning to work, or, for some personal reason, cannot work at this time.
>
> Accordingly, in order to assist us in rehiring strikers who want to return to work, it would be appreciated if you will contact the personnel office on ..... 1955, and advise whether you are available for work at this time. We will be able to place you on the payroll on that date, or shortly thereafter, depending on the response of this letter.

After the sending of these letters longhand notations were made on both R-219 and R-220, such as "DID NOT ANSWER LETTER" or "Called in to J. Duroux," or "Called E. J.R." The dates of making these notations do not appear. For the most part the original source material for these notations was not available. The peronnsel clerk was not called upon to testify concerning the sending of the letters. Nor was Superintendent Drake, who had made some of the notations on R-220.

Another source of information about the employees listed in Schedule 6(e), are notations on various papers in the employee's personnel folders. In some instances the notations are contained on, literaly speaking, torn scraps of paper. Only in rare instances is the date the notation was made shown. Rutter testified concerning the

identity of the person making the notation. Although in numerous cases it appears that the notation is transcribed from some other source, with few exceptions, that source material was not available. In many cases the notations were in Superintendent Drake's or the personnel clerk's handwriting, but neither was called by the Company to testify about them.

From the foregoing discussion it is apparent that much of the evidence relied upon by the Company with respect to the employees in schedule 6(e) would not have been admissible had this proceeding been conducted strictly in accordance with the rules of evidence. Particularly with respect to the question of the mailing of the letters dated July 15, 1955, is the record lacking in evidence of substantial probative value. Furthermore, in only comparatively few of the cases discussed below does the evidence relied upon by the Company purport to show that the Company reached the employee the Company was attempting to notify. In most cases, the most that the record shows is that a "card was sent," or "letter sent," "message left." The Company's obligation to take all steps reasonably necessary to reach the employees with their offers of reinstatement has been discussed above.

The absence of evidence of significant probative value establishing that the Company communicated to the employees listed in Schedule 6(e) the offers of reinstatement alleged in the Company's amended answer simplifies somewhat the Examiner's problem in ascertaining the facts regarding this phase of the case. For where an employee swears under oath that she has received no card, letter, call or message from the Company regarding reinstatement and the employee impresses the Examiner as testifying truthfully, this evidence, in the opinion of the Examiner, is entitled to greater weight than the secondhand evidence adduced by the Company relating to alleged offer of reinstatement.

4. The individual cases

161. MARION BANKS (KENNEDY)

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	5-16-55 [1]	Begins 4-14-55
Requested to report		7-19-55	Ends 3-14-57
Reinstated	3-14-57	Never reported	

Evidence adduced by the General Counsel as to interim expenses: Kennedy's testimony supports the allegations of the Specification as to her expenses for uniforms and shoes while working at Hotel Dieu and D. H. Holmes.

Evidence adduced by the parties concerning the request to report for work: Rutter testified upon the basis of R-219 and R-220 that Kennedy was sent a letter by ordinary mail prior to July 19, 1955, directing her to report to work on that date. Rutter further testified that a note in Kennedy's personnel file in the handwriting of the Company's personnel clerk indicated that Kennedy had been called in August, that a message had been left for her, and that she had not come in. Kennedy credibly testified that she neither received a letter nor a telephone call, nor any message from the Company at any time after the strike was terminated.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: With the exception of very brief intervals between jobs and with the exception of a 2-week period in 1956-2 during which she was ill, Kennedy worked throughout the backpay period.[1] Kennedy did housework for a short time, worked for two hospitals, a sewing factory for almost a year worked in

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[1] As amended at the hearing.

[1] No deduction is made for Kennedy's 2-week illness because the 6 percent deduction allows for such periods of unavailability.

the alteration department of D. H. Holmes. While employed at housework and at the hospitals, Kennedy also frequently made the rounds of the sewing factories looking for work.

Conclusions: The Company has failed to establish that it has taken the steps reasonably necessary to communicate an offer of reinstatement to Kennedy. No willful loss of earnings has been proven. Marion Banks Kennedy is entitled to backpay as set forth in the Appendix, at p. 181.

162. HELEN BENTLEY

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	8-8-55	8-8-55	Begins 8-16-55
Requested to report	9-19-55	9-19-55	Ends 9-19-55 [2]
Reinstated	No	9-18-66	

Evidence adduced by the parties concerning the request to report for work: The General Counsel stated at the hearing that the Company had mailed Bentley a card on September 19, 1955, stating that it had an opening for her and inquired if she was interested in returning to work. Bentley did not reply. The General Counsel's motion to amend the Specification in accordance with the foregoing statement was granted.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: Bentley was an experienced back pocket set and close operator. When she applied for reinstatement only returned strikers were performing this operation.

Conclusions: No willful loss of earnings has been proven. In view of the Company's obligation to retrain workers on other operations the Company's lack of va-

[2] Had Bentley accepted the offer at reinstatement, it would have been reasonable to allow her 5 days to report for work. Not having accepted the offer, the Examiner cannot accept the General Counsel's contention that Harris should receive backpay up to September 24.

cancy defense is rejected. Helen Bentley is entitled to backpay as set forth in the Appendix at p. 181.

163. BESSIE BROWN (HARRIS)

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Requested to report		7-11-55	Ends 7-18-55
Reinstatement (offered)	7-18-55		

Evidence adduced by the parties concerning the request to report for work: The Specification is drawn on the premise that Harris was offered reinstatement on July 18, 1955, a week after the date alleged in the Company's answer. Consequently the only question here is whether she was requested to report on July 11, 1955. The only testimony which the Examiner has been able to find bearing on this question is Rutter's testimony, as follows: "You see, this was a system we used if we couldn't reach them by phone. We would send a card stating that there is a job available or would soon be one available. If interested, contact the personnel office or call the factory, and it would either have Mr. Drake's name or my name, either one. And if that didn't work, and when that didn't work at this time after the strike, we then sent a letter, we made a listing and sent the letters out inviting them back. So it is possible she [Harris] was sent a card on July 11, and hearing nothing from that, she was then sent a letter with this other list of names to report on Monday, July 18, 1955." Brown is listed upon R-219 as having been sent a letter notifying her to report on July 18, 1955. Under all the circumstances, the Examiner regards Rutter's testimony as being too vague to be relied upon to support a finding of a request to Harris to report on July 11, 1955.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Harris was self-employed as a beauty operator throughout the backpay period, and the Examiner finds, in view of the General Counsel's failure to establish her expenses in any greater detail, that she netted $25 a week at this work (allowing $9 per week for booth rental and $1 per week for supplies). Harris credibly testified that she sought to obtain work at two sewing factories during the backpay period.

Conclusions: The Company has failed to prove that it communicated an offer of reinstatement to Harris on July 11, 1955. No willful loss of earnings has been proven. Bessie Brown Harris is entitled to backpay as set forth in the Appendix, which reflects Harris' adjusted net profits in her beauty shop operation. See p. 182.

164. RUTH BRUMFIELD

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Requested to report		7- -55	Ends Still accruing
Reinstated	No	Never reported	

Evidence adduced by the parties concerning the request to report for work: Rutter testified on the basis of R-219 and R-220 that Brumfield was sent a letter to report for work on Tuesday, July 19, 1955. Rutter testified variously about conversations with Brumfield after she had filed her application for reinstatement. At one point he testified that he talked with Brumfield and her sister, Geraldine Merridith, and that "they both told us when we talked to them that they had fought a hard fight. They were for the Union. They had lost their strike, and just couldn't come back, couldn't face the others." Later on Rutter testified that he talked with both Brumfield and Merridith and was told by them that they were operating a home laundry and that they were not interested in going back to work for the Company.[1] Brumfield denied receiving any letters, post cards, telephone calls, telegrams, mes-

sages or any communications from the Company after applying for reinstatement. It appears that Rutter's recollection of his telephone conversations with Brumfield is not altogether clear. His first two accounts do not jibe with one another. Rutter's testimony regarding the reasons given by Brumfield's sister, Merridith, for not returning to work is inconsistent with the information in the Company's files about Merridith's call to Superintendent Drake. The Examiner concludes that Rutter was confused about his conversations with Brumfield and Merridith after the strike, and that Brumfield's testimony is entitled to credit.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Brumfield did laundry work for others, mostly in her own home, throughout the backpay period. She did not look for other work during this time. Brumfield did all the laundry work she could obtain but this did not keep her occupied full time. During 1957-1 and 1957-2 when her home laundry work was quite slack, Brumfield did housework for a little over 3 months, in addition to doing home laundry work on her days off. The Examiner finds that Brumfield's interim earnings for 1957-1, should be computed on the basis of $20 per week (housework) plus $7.50 per week (home laundry). For the period ending April 13, 1957 in 1957-2, Brumfield should be credited with interim earnings at the rate of $20 plus $7.50 per week. The rest of 1957-2 shall be computed as set forth in the Specification, i.e., at $15 per week. The remainder of the quarters were also recomputed to the 13-week basis at $15 per week in order to match the change in gross backpay.

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[1] Still later on Rutter testified regarding Merridith that there was a penciled notation in her file stating that Merridith had called in on July 12 and had told Superintendent Drake that she had a job in a baby clothes shop making over $30 a week and was not interested in returning to the Company.

Conclusions: The Company has failed to establish that it has taken the steps reasonably necessary to communicate an offer of reinstatement to Brumfield. No willful loss of earnings has been proven. Brumfield is entitled to backpay on the basis set forth in the Appendix, which reflects the modifications found above with respect to 1957-1 and 1957-2. See p. 183.

165. MIRIAM CHERI

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	5-3-55	5-3-55	Begins 5-11-55
Requested to report		3-29-56	Ends Still accruing [1]
Reinstated	No	Never reported	

Evidence adduced by the parties concerning the request to report for work: Rutter testified that there was a notation in the file that Cheri was sent a card on March 29, 1956, stating that the Company had, or would have shortly, an opening, and to please contact the personnel office immediately. Rutter further testified that the Company "had no results" from this card. Cheri credibly testified that she never received a card, letter, or telephone call from the Company after she applied for reinstatement and that she had not been contacted by the Company in any other way.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Cheri obtained a job at Seg-Mar in July 1955 and was still working for Seg-Mar at the time of the hearing. Cheri credibly testified about her efforts to gain employment in 1952-2. These included visits to a bag factory, a cookie factory, and numerous other places. In February and March of 1960

[1] The record indicates that Cheri turned down an offer of reinstatement made during the hearing.

Cheri took 2 months off from work at Seg-Mar to take care of her sick sister. These 2 months will be excluded from the backpay period.

Conclusions: The Company has failed to establish that it has taken the steps reasonably necessary to communicate an offer of reinstatement to Cheri. No willful loss of earnings has been proven. Cheri is entitled to backpay as set forth in the Appendix, which reflects the adjustment stated above for 1960-1. See p. 184.[1]

166. LILLIE CLEMENTS

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U).	5-15-55	Begins 4-14-55
Requested to report		7-19-55	Ends 3-29-56
Reinstated	3-29-56	3-29-56	

Evidence adduced by the parties concerning the request to report for work: Rutter testified upon the basis of R-219 and R-220 that Clements was sent a letter by ordinary mail prior to July 19, 1955, directing her to report for work on that date. Rutter was unable to state the date upon which this letter was sent. Clements credibly testified that she had never received any word from the Company to return to work until her other received a telephone call in March of 1956, at which time she went back to work.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings. Although Clements had a very poor memory about specific places she looked for work during the backpay period, she insisted that she had unsuccessfully looked for work throughout

[1] Because of the change to the calendar quarter method of computation Cheri is entitled to backpay for 1955-4 and 1959-4 which is not stated in the Specification.

the backpay period. No countervailing evidence was offered.

Conclusions: The Company has failed to establish that it has taken the steps reasonably necessary to communicate an offer of reinstatement to Clements. No willful loss of earnings has been proven. Clements is entitled to backpay as set forth in the Appendix at p. 185.

167. ALICE DENLEY (GABRIEL)

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	7-25-55	7-25-55 [1]	Begins 8-5-55
Requested to report		4-3-56	Ends Still accruing
Reinstated	No	Never reported	

Evidence adduced by the parties concerning the requests to report for work: Rutter testified that a note in the handwriting of the Company's personnel clerk on the top of Gabriel's application dated July 25, 1955, indicated that Gabriel had been sent a post card on April 3, 1956, stating as follows: "We have now or will have very shortly an opening [at] the plant. If you wish to work at Rutter-Rex, please contact the personnel officer immediately. Valley 2484." Gabriel credibly testified that at no time after the strike did she ever receive a post card or any other notification from the Company to return to work. Although it appears that there was no mail service to 1726 Lemanche Street, the address given by Gabriel in her July 25, 1955, application, Gabriel credibly testified, in effect, that Lemanche Street mail was forwarded by the post office to her aunt's home at 1738 Caffin Avenue.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: Rutter testified that Gabriel was a learner and because

[1] The Company's amended answer originally gave May 25, 1955, as the date of Gabriel's application. At the hearing the Company's motion to amend its amended answer to show the July 25, 1955 application was granted.

of the fact that the Company gave preference to senior employes, and opening did not become available until April 1956. Gabriel's application stated that she was applying for work as a serger, which was her operation before the strike. The record fails to disclose the identity of the operators performing serging work at the time Gabriel applied in July 1955.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Gabriel was employed during much of the backpay period. Gabriel's testimony shows that when out of work she was registered for employment with the State Employment Service and that she made an adequate search for work in all quarters for which a backpay claim is asserted by the General Counsel.

Conclusions: The Company has failed to establish that it has taken the steps reasonably necessary to communicate an offer of reinstatement to Gabriel. In view of the Company's obligation to retrain returning strikers on new operations, the Company's explanation for its delay in offering Gabriel reinstatement is rejected. No willful loss of earnings has been proven. At the hearing the Examiner granted the General Counsel's motion to amend the Specification to eliminate all claim for the following periods: 1957-3, 1957-4, 1958-1, 1958-2, 1960-4 from November 1 on, 1961-1, and 1961-2 up to May 31. Gabriel is entitled to backpay as set forth in the Appendix, which reflects the adjustments stated above. See p. 187.

168. MINNIE FERNANDEZ

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Requested to report		1956	Ends Still accruing
Reinstated	No.	Did not report until 10-18-60 [1]	

[1] No evidence was offered by the Company in support of this allegation. Fernandez testified that she did not return to work at any time after the strike.

Evidence adduced by the parties concerning the request to report for work: Rutter's testimony as to the alleged offer to Fernandez is as follows:

> On Respondent's Exhibit 219, Minnie Mae was sent a letter to report on Wednesday, July 20, 1955. There is a further notation in my handwriting that she came in on that date. Her file contains a handwritten notation in Mr. Drake's handwriting that she was called in July 20, 1955, came in and was apparently not used because others in line did not arrive. Has been sent for since but did not return. There is an additional notation that she was sent a letter on July 20 and sent cards in 1956 to which she did not respond.

To the Examiner's question whether there was a separate notation for each card, Rutter replied, "A separate notation, excuse me. That's in the handwriting of the personnel office clerk . . . . Schwab." When asked about dates of the notations, Rutter testified "I read you whatever was on there." The documents from which Rutter was reading were not introduced into evidence. Fernandez testified that she received a card one of the years, either 1955 or 1956, but that she could not remember which year it was. It was not brought out at the hearing whether Fernandez was referring to the occasion in 1955 on which she reported at the plant and was sent home again, or whether this was a second request to report which she received. The implication from Fernandez' testimony as a whole is that she received but one request to report to which she responded to by going to the plant. In view of the fact that it was the Company's burden to prove that Fernandez was requested to report in 1956, and that it failed to clarify Fernandez' testimony about the card which she received, and that the evidence relied upon to show the alleged 1956 request is Rutter's vague hearsay unsupported by any documentary evidence in the record, the Examiner concludes that the Company has not sustained its burden of proof with respect to the alleged 1956 request to Fernandez to report for work.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: Rutter testified that Fernandez was on operation bar tack pants and that when she applied in April 1955 there were "no new hires" on this operation.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: From May 30, 1955, until September 23, 1955, Fernandez did housework an average of 2 half days a week for which she received $3.14 per half day.[1] Fernandez' interim earnings will be adjusted upwards to reflect an additional half day's work a week at $3.14 per week. Fernandez was registered with the State Employment Service during almost all of this period. From September 23, 1955, until November 29, 1958, Fernandez worked for E. H. Blum and its successor the Shreveport Garment Co. From December 1, 1958, until Fernandez obtained a job with B. F. Davis Garment Co. early in April of 1959, Fernandez stayed home taking care of her deceased daughter's children.[2] The gross backpay for 1958-4 will be adjusted downward to eliminate all claim for December 1958. Due to the change to the calendar quarter method of computation, Fernandez is entitled to backpay for 1959-4. Fernandez testified that she worked for Louisiana Garment until July 11, 1960, at which time she had to go to a hospital to have an operation and was not ready to go back to work until October 1960. A Social Security report received after the issuance of the Specification reflects earnings of $92.10 at Louisiana Garment in 1960-3. Since Fernandez' gross backpay for the first 2 weeks in 1960-3 would only have been $50.06, Fernandez is not entitled to any backpay for 1960-3. No claim is made for 1960-4, 1961-1 and 1961-2.

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[1] Fernandez' exact testimony is as follows: "I worked Mondays and Wednesdays and Saturdays, some weeks. But all of the weeks I didn't work all through the week."

[2] While Fernandez testified that she remained at home until August 1959, the Social Security records reflect the earnings of $262.58 in 1959-2 as compared with $262.25 in 1959-3, when she was working as full time as was available at Louisiana Garment. For this reason the Examiner concludes that Fernandez was in error in her testimony that she stayed home until August.

Conclusions: The Company has failed to establish by competent evidence of probative value that it requested Fernandez to report for work in 1956. In view of the Company's obligation to retrain returning strikers on new operations, the Company's contention regarding the lack of a vacancy for Fernandez until 1956 is rejected. No willful loss of earnings has been proven. Fernandez is entitled to backpay as set forth in the Appendix at p. 188.

169. DOROTHY GREEN

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Requested to report		7-13-55	Ends 12-5-56
Reinstated	12-5-56	12-5-56	

Evidence adduced by the parties concerning the request to report for work: Rutter testified about an undated torn slip of paper which was attached to Green's April 18, 1955, application. It stated, in the personnel clerk's handwriting, in part, as follows: "Dorothy Green—called several times on July 13—no answer—called several times on July 14—still no answer (sent letter)." Rutter gave further testimony based on R-219 and R-220 about Green's being sent a letter to report on July 18, 1955, and that she did not answer the letter. Green credibly testified that her only contact with the Company after her application in April 1955 occurred in December 1956 and after this conversation with a fellow employee who inquired of Superintendent Drake about Green's returning to work, Green was put back on her old operation.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Although Green was unsuccessful in her efforts to obtain work during the backpay period, she credibly testified as to her efforts in

each quarter during the backpay period. Her efforts included visits to various sewing factories, department stores, a drug store, a bar, hotels and Charity Hospital.

Conclusions: The Company has failed to establish that it took the steps reasonably necessary to communicate an offer or reinstatement to Green in July 1955. The Company has failed to show a lack of a vacancy for Green at the time of her application in April 1955. No willful loss of earnings has been proven. Dorothy Green is entitled to backpay as set forth in the Appendix at p. 191.

170. MARGUERITE HEAD

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Requested to report		7-18-55	Ends 5-15-55
Reinstatement (offered)	5-15-55 [1]	Never reported	

Evidence adduced by the parties concerning the request to report for work: The General Counsel in effect concedes that an offer of reinstatement was made at least by July 18, 1955, and that it was refused.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Commencing about a week after she applied for reinstatement at the

[1] Ruling was reserved on the General Counsel's motion to extend the backpay period to July 18, 1955, the date upon which the Company alleges an offer of reinstatement was made. The General Counsel had the Company's records under scrutiny for many years prior to the issuance of the Specification in 1961. No explanation has been given for the General Counsel's not being aware of the facts regarding Head's reinstatement at the time of the issuance of the Specification. Consistent with the Examiner's rulings with respect to such matters throughout this proceeding, the General Counsel's motion to amend is denied.

Company's plant, Head looked for other work, but she could not name the specific places where she applied.

Conclusions: The Company requested Head to report for work on July 18, 1955, and she refused. The Company has failed to establish the absence of a vacancy for Head up until the July 18 offer. No willful loss of earnings has been proven. Marguerite Head is entitled to backpay as set forth in the Appendix at p. 193.

171. VICTORIA HENDERSON

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-8-55 (U.)	5-17-55	Begins 4-19-55
Requested to report		7-20-55	Ends Still accruing [1]
Reinstated	No	Never reported	

Evidence adduced by the parties concerning the request to report for work: Rutter testified upon the basis of R-219 and R-220 that Henderson was sent a mimeographed letter to report for work on July 20, 1955, and that she did not answer the letter. Henderson credibly testified that after applying at the Company she never received a card, a letter, or call from the Company, "absolutely nothing."

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Not long after applying for reinstatement at the Company, Henderson obtained a job at Seg-Mar which she held with few interruptions up until 1961-1. Henderson was laid off twice during this period, during which she was drawing unemployment compensation (except for a brief period during which she worked for Blum's upon a referral from the State Employment Service). During her periods of

[1] The record indicates that during the hearing, on May 21, 1963, the Company mailed an offer of reinstatement to Victoria Henderson and that no response was received.

layoff, Henderson also looked for work on her own initiative, and answered ads for houseworkers, but was not hired. While working at Seg-Mar, Henderson became ill about June 30, 1959, and did not go back to work until the first of the following year. The Specification makes no claim for 1959-3 because of this illness. The claim for 1959-4 should also be eliminated for this same reason, as the General Counsel recommends in his brief. In the latter part of 1961-1 Henderson was again laid off by Seg-Mar and drew unemployment compensation during 1961-2. Henderson credibly testified that she was looking for work during this period but was unsuccessful in this regard.

Conclusions: The Company has failed to establish that it has taken the steps reasonably necessary to communicate an offer of reinstatement to Henderson. The lack of a vacancy in Henderson's operation has not been shown. No willful loss of earnings has been proven. Henderson is entitled to backpay on the basis set forth in the Appendix, which reflects the elimination of the claim for 1959-4. See p. 193.

172. LOUISE JACKSON

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-22-55 (U.)	5-25-55	Begins 5-3-55
Requested to report		8-55	Ends Still accruing
Reinstated	No	Never reported	

Evidence adduced by the parties concerning the request to report for work: Jackson testified that she received a letter after she applied for reinstatement requesting her to communicate with the Company about returning to work. At that time Jackson called her foreman, John Duroux, and told him that she had recently accepted a job doing domestic work, that her employers had just left on a 2 weeks' vacation, and that she could not return to the plant for 2 weeks. Duroux instructed her to call him when she was ready to return. Two weeks later when

Jackson did so, Duroux told her that he did not have an opening then and to call him back later. When she called Duroux again, Jackson was given the same message, to try again, later on. Duroux was unable to recall any conversations with Jackson after the strike.

Rutter testified, upon the basis of the "records" discussed above, that Jackson was sent a letter to report to work on July 21, 1955, that, according to a notation in his handwriting, she called in and wanted to come in on July 22 and that the record contained the further notation in his handwriting, "did not answer letter." Rutter did not testify as to which of his notations was made first. Rutter also testified concerning a slip of paper in Jackson's file concerning the following notation in the handwriting of the Company's personnel clerk, "Louise Jackson, J. Dureaux called on numerous occasions and she didn't come in, . . . 8-55." R-220 contains the following notation: "Called J. Drake told him she is taking care of house for some people in Miami and cannot return for several weeks. J.D." As indicated above, it was stipulated that Johanna Schwab Hurley, the Company's personnel clerk, and Superintendent John Drake had no recollection of the incident or conversations testified to by the employees in this case and that consequently, they would be unable either to admit or to deny that they took place.

While the record is not at all clear concerning the timing and the sequence of events commencing with the sending of a letter to Jackson and her telephone calls to the Company, the Examiner finds, in view of the notation on R-220 and Jackson's testimony, that Jackson informed the Company in August 1955, the date alleged in the amended answer, that she was unable to return to work immediately because of her commitment to her absent employers, that she requested 2 weeks' time in which to return, and that thereafter she repeatedly called the Company regarding her return, but was told there were no openings.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: With the exception of 1955-2, 1956-2, and 1956-3, Jackson worked throughout the backpay period, and for eight of the quarters involved, Jackson held both daytime and nighttime jobs. Jackson did housework by day and nurse's aide work at night. Jackson's recollection of the dates when she looked for work was very uncertain, but she did name a number of sewing factories at which she applied for work during the backpay period. In view of Jackson's work record as a whole and the fact that there is no showing to the contrary, the Examiner finds that Jackson's search for work was conducted in periods of unemployment rather than while she was working full time.

The record shows that for reasons of her own, Jackson quit her full-time job doing housework for Mrs. Natasi on March 30, 1956. She received $21 per week for this work. Since it has been found that Jackson was looking for work in 1956-2 and 1956-3, the Examiner finds, in accordance with the Board's usual procedure in such situations [1] and in accordance with the request made in the General Counsel's brief, that Jackson should be credited with interim earnings during 1956-2, 1956-3, and the first 5 weeks of 1956-4 (the part during which she was unemployed) with earnings at the rate of $21 per week. The Specification inadvertently omits backpay for 1958-2, which is included in the Appendix.

The Examiner sustains the position of the General Counsel that Jackson's nighttime earnings as a nurse's aide are not deductible as interim earnings.[2]

Conclusions: In view of the fact that the Company delayed at least 3 months in offering Jackson reinstatement, Jackson was entitled to fulfill the commitments which she had made to the Nastasis in an effort to mitigate damages. The Company has not fulfilled its reinstatement obligation to Jackson by holding its offer to her open but for a few days. Accordingly, the Company's principal defense in Jackson's case is rejected. The Company has failed to show a lack of a vacancy for Jackson

[1] *Mastro Plastics Corp.*, 136 NLRB 1342, 1352.

[2] See note 1, p. 77, *supra.*

in the period before the initial request to report in August. No willful loss of earnings has been proven. Louise Jackson is entitled to backpay on the basis set forth in the Appendix, which reflects to the adjustments for 1956-2, 1956-3, and 1956-4 mentioned above. See p. 194.

173. GERALDINE MERRIDITH

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Requested to report		7-18-55	Ends 7-18-55
Reinstated	No	Never reported	

Evidence adduced by the parties concerning the request to report for work: The parties stipulated at the hearing that the claim of Merridith be striken, except for the period from April 5, 1955, to July 18, 1955.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: The parties stipulated at the hearing with regard to Merridith that the Company would raise only the specific defenses pleaded in its answer.

Conclusions: This case presents no question either as to the request to report for work or the willful losses issue. Geraldine Merridith is entitled to backpay as set forth in the Appendix at p. 199.

174. ADELE NASH (HALL)

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-21-55	Begins 4-14-55
Requested to report		4-28-55	Ends Still accruing [1]
Reinstated	No	Never reported	

[1] Hall was offered reinstatement during the hearing. She accepted.

Evidence adduced by the parties concerning the request to report for work: Rutter testified regarding a handwritten notation made by the personnel cleark, which was not introduced into evidence, as follows: "Notation here, 4-28-55 covering . . . Adele Nash, notation left message." Rutter further testified as to a notation on the bottom of Hall's April 21, 1955, application in Superintendent Drake's handwriting as follows: "Called in and told she could not come in now. Called again and she said to forget about her. That is approximately May 1, 1955." Rutter also testified about a personal conversation with Hall, as follows: "I called Adele Nash. Nash called, who was an experienced warehouse worker and order pulling and packing, and she related to me the same thing she related to Mr. Duroux when he contacted her. This was shortly after her application that even though she put in an application she had a job. She was a nurse for some lovely people, and she wasn't interested in returning to work, and the fact that the warehouse had since moved its operation from Delachaise Street around where she lived clear across town to Dauphine Street just made it impractical for her to use this job."

The Company introduced into evidence a mimeographed letter sent to Hall on May 2, 1955 (which is shortly after her April 21, 1955, personal application), which stated as follows:

> Madam:
>
> Your application is being processed. There may be some delay in making work assignment because of the large number of people we have to fit into a balanced operation. We will call you just as soon as your assignment is ready.

Duroux, the foreman at the warehouse, testified concerning a conversation with Hall after the strike as follows: "Well, I can't remember the date or the circumstances but I do remember talking to her, because at the time I did talk to her she advised me that she was working as a nurse, I believe it was either a nurse or something." When asked whether Hall had told him anything with regard to whether she was able to return to the

plant, Duroux replied, "I don't remember her saying anything along those lines."

Rutter also gave testimony about a subsequent request to Hall to report for work. Upon the basis of R-219, Rutter testified that Hall was sent a letter to report on Thursday, July 21, and that he noted on R-219 that Hall did not answer the letter.

Hall testified that she received one letter from the Company, the one above quoted mailed on May 2, 1955, stating that there would be a delay in making work assignments, and that she could not recall receiving another letter. Hall further testified that she received a message to call the plant and that when she did she was told it would be all right for her to come in the following Monday. When Hall went to the plant at that time, according to her testimony, she was told she would have to see Mr. Rutter, that he had left the plant, and that she would be called when Rutter could see her. Hall testified that she never received such a call, and was not reinstated although she went back to the plant twice after her original personal application. In view of the confused state of the record regarding the alleged April 28, 1955, request to report—the inconsistency between the testimony concerning this alleged request to report and the Company's sending Hall a letter almost simultaneously stating that there would be a delay in making her work assignment—and in view of Hall's testimony of the contrary, the Examiner finds that the Company has failed to sustain its burden of proof regarding this defense.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: With the exception of a short period between jobs in 1955-3, Hall was employed in private homes taking care of children and doing housework throughout the backpay period. Hall credibly testified that she was always trying to advance herself by seeking jobs or better employment, including times when she was already employed.

Conclusions: The Company has failed to establish that it has taken the steps reasonably necessary to communicate offers of reinstatement to Hall either on April 28, 1955, as alleged in the amended answer, or on July 21, 1955, as indicated in Rutter's testimony. No lack of vacancy for Hall has been shown. No willful loss of earnings has been proven. Adele Nash Hall is entitled to backpay as set forth in the Appendix at p. 200.

175. MILDRED PROCTOR

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-15-55	4-15-55 (originally) 9-12-55 (as amended)	Begins 4-25-55
Requested to report		3-29-56	Ends 4-3-56
Reinstated	4-3-56	4-3-56	

Evidence adduced by the parties concerning Proctor's application for reinstatement: It appearing that the Company may have made an inadvertent error in interpreting applications from Proctor in its files, the Examiner permitted this issue to be litigated at the hearing although the Company's amended answer admitted the application date of April 15, 1955, which was stated in the Specification. The confusion arose out of the fact that the Company had several applications from Proctor in its files, one dated September 12, 1955, another dated April 3, 1956, another dated simply "April." The Company contends that this application was submitted after 1955, and bases contention mainly on the fact that in this application Proctor stated that the ages of her children were 17, 18, and 20 whereas in the April 3, 1956, application Proctor had stated their ages as 16, 17, and 18. When questioned about this discrepancy, Proctor testified as follows: "As the ages of the children, I have two sons who used to work there and they were under age, they shouldn't have been working, and that's probably why I put this. When they filled the application, well, I made them fill it, you know, older than what they was so they could get jobs." When asked whether she had deliberately stated her chil-

dren's ages incorrectly, Proctor replied, "Well, yes, well, the kids needed a job."

Proctor further testified that it was "maybe about three months" that she drew unemployment compensation after being laid off by Foster Awning Co. before she filled out an application at the plant. From the amount of earnings shown by the Social Security records from Foster it appears that Proctor was laid off by Foster in January or very early in February at the latest. Three months later would place the application as being made in April 1955.

The application itself contains indications that the year in which it was submitted was 1955. There is a notation on the application in the space for listing present and past employment "worked here last year." Below this appears, apparently in the handwriting of Superintendent Drake, "Dated left month ..... Yr. *54* Reason left *Strike.* Below this appears, also apparently in the handwriting of Superintendent Drake, "*Employer Foster Awning.* Type of work *Sewing rings in tents.* Date left month *3 mos.* Yr. ..... Reason left *contract ran out*". The foregoing notation is consistent with an April 1955 application and inconsistent with a later application because by 1956, Proctor had again worked for Foster Awning and had been employed a total of 6 to 8 months. In the date of birth portion of the application Proctor had written in "Nov. 25, 1955" which also suggests that it was in 1955 that Proctor's application was filed.

While Proctor had a very poor memory and there are indications in Proctor's statement, R-113, which tend to support the Company's position, the Examiner concludes under all the circumstances of the case, including the fact that the Company originally admitted that Proctor had applied in April 1955, that the General Counsel has sustained his burden of proof with respect to Proctor's April 15, 1955, application.[1]

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[1] The Examiner finds that Proctor truthfully explained the overstatement of her children's ages in the "April" application. Proctor impressed the Examiner as not having anywhere near the mental altertness to be able to concoct such an explanation on the spur of the moment.

Evidence adduced by the parties concerning the request to report for work: Their is no controversay about this issue.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: With the exception of 1955-2 and a few days in 1956-2, Proctor had earnings in each of the quarters in the backpay period. In her periods of unemployment, Proctor was drawing unemployment compensation part of the time. Proctor testified generally as to her efforts to gain employment but was very uncertain as to when she had applied at the various factories which she named.

Conclusions: The General Counsel has sustained his burden of proof with respect to Proctor's April 15, 1955, application. The Company has failed to establish the lack of a vacancy for Proctor. No willful loss of earnings has been proven. Mildred Proctor is entitled to backpay as set forth in the Appendix at p. 201.

176. ISABELLE RECASNER

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)[1]	7-24-55	Begins 4-14-55
Requested to report		12-28-55	Ends 1-2-56
Reinstated	No	Never reported	

[1] At the hearing the Company was permitted, over the objections of the General Counsel, to adduce evidence suggesting that in view of the fact that the union application listed Recasner under her married name of Recasner, rather than Jenkins, by which name she was known to the Company prior to the strike, that the union letter of April 5, 1955, be deemed not valid as to her. While, as R-220 indicates, this listing did cause the Company some confusion, it also appears from R-220 that the Company at some unstated time was able to straighten the matter out. It appears further that there was only one other striker having a similar first name, that Recasner had worked for the Company for 5 years before the strike, and that she had informed the Company about the time of her marriage of

Evidence adduced by the parties concerning the request to report for work: Recasner's application dated July 24, 1955, contains at the top the following notations in the personnel clerk's handwriting: "Called 12-28-55—asked if she wanted to work, said she would let us know. 12-29-55—baby sick. Called 2-10-56 left message for her to come in—called 2-13-56 someone said she had a job and didn't want to quit." Recasner testified that "it must have been in the first of the year, maybe January that she spoke to Mr. Rutter and told him that she did not wish to return because she was working at B. F. Davis. The Social Security records indicate that Recasner had been working for B. F. Davis for over 2 months at this time. The General Counsel's contention that Recasner should receive backpay until February 10 or 13, 1956, is rejected.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None. Rutter testified that two replacements were working on Recasner's operation—fly stitch—when Recasner applied for reinstatement.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings. Recasner was unemployed up until she obtained the job at B. F. Davis, which she still held at the time of the hearing. However, Recasner credibly testified that she was regularly looking for work and named various sewing factories and other establishments where she applied for work before she got the job at B. F. Davis.

Conclusions: The Company has sustained its burden of proof regarding an offer of reinstatement made to Recasner on December 28, 1955. The Company's defense that it had no vacancy for Recasner up until December 28, 1955, is refuted by Rutter's testimony that two replacements were working on Recasner's operation when she applied. No willful loss of earnings has been proven.

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her married name. In view of these facts, the Examiner finds that the Company had means of ascertaining the identity of Recasner, and accordingly rejects the Company's contention that reliance should not be placed on the Union's April 5, 1955, letter of application in this case.

Isabelle Jenkins Recasner is entitled to backpay up to January 2, 1956, as set forth in the Appendix at p. 202.[1]

177. FANNIE WATFORD

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Requested to report		8-3-55	Ends Still accruing
Reinstated	No	12-4-61	

Evidence adduced by the parties concerning the request to report for work: Rutter testified that a notation in the personnel clerk's handwriting on a slip of paper which was attached to her application dated April 19, 1955, reads: "Fannie Watford sent letter, 8-3-55, for her to enter on 8-5-55." Watford credibly testified that after the strike she received no telephone calls, letters, or communications of any kind from the Company requesting her to report for work.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Watford testified that at the end of the strike she was doing housework 2 days a week and was looking elsewhere during this period because she needed work. Watford named a number of sewing factories and other establishments at which she sought work during this period. Watford continued in this fashion until the beginning of 1955-4, when she ceased working because of pregnancy. Watford did not look for work during 1956-1 and 1956-2 because of her desire to take care of her new baby and her older child. No backpay will be allowed for these two quarters. In 1956-3 Watford looked for work at various sewing factories.

[1] Although the Specification inadvertently failed so to allege, Recasner is entitled to backpay for 1955-4, a quarter during which she had substantial interim earnings.

Early in 1954-4 obtained a job as a seamstress in a dye house which she kept until the latter part of February 1957, when she quit because of pregnancy. No further backpay is claimed in the period covered by the Specification.

Conclusions: The Company has not established that it took the steps reasonably necessary to communicate an offer of reinstatement to Watford on August 3, 1955. The Company has failed to show the lack of a vacancy for Watford prior to August 3, 1955. No willful loss of earnings has been proven. Fannie Watford is entitled to backpay as set forth in the Appendix, which reflects the adjustments stated above. See p. 206.

178. BEATRICE WHITE (LANE)

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-20-55	Begins 4-14-55
Requested to report		7-22-55	Ends Still accruing [1]
Reinstated	No	Never reported	

Evidence adduced by the parties concerning the request to report for work: Rutter testified that R-219 showed that Lane was sent a letter to report to work on Friday, July 22, 1955, and that it contained a notation in Rutter's handwriting that she "did not answer letter." Lane at first testified that she did not recall receiving any cards, letters, or calls from the Company after applying for reinstatement. However, later on when shown a letter which she apparently had furnished the General Counsel, she recalled receiving a letter postmarked May 2, 1955, stating that there would be a delay in making her work assignment. The Examiner does not regard Lane's testimony in this respect as establishing Lane's unreliability. One would be much more likely to remember receiving a letter offering reinstatement than one containing no such

[1] The record in this case shows that Lane accepted an offer of reinstatement made during the hearing in this case.

offer. Under all the circumstances, including the sketchy nature of the proof offered concerning the sending of the July 1955 letters, the Examiner finds that Lane did not receive a letter in July 1955 offering her reinstatement.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Lane had some employment in each quarter during the backpay period up to the beginning of 1957-1 when she ceased looking for work because of pregnancy. While Lane had a very poor recollection as to the dates when she sought employment during her intervals of unemployment, the Examiner is persuaded that she registered for employment with the State Employment Service and also independently looked for work during these periods prior to 1957-1. At the hearing the Specification was amended to eliminate any deductions for pregnancy in 1956 and to add $334.23 in earnings from Louisiana Industrial Life Insurance Company for 1956-1.[1] Lane did not seek work during 1957 at all because of her pregnancy and the birth of her child in August. As the Examiner construes Lane's testimony, she did not look for work outside the home after the birth of her second child in August 1957. Throughout the remainder of the backpay period, which for unexplained reasons does not include the years 1959 and 1960, Lane did sewing at home so as to be able to take care of her children. Lane netted an average of $10 a week doing this sewing at home. The Examiner concludes that Lane failed to earn more because she desired to stay home to take care of her children. In this sense Lane willfully incurred a partial loss of earnings, and for this reason the Examiner concludes that Lane's gross backpay from 1958-1 on should be computed upon the basis of what she would have earned working 2 days a week for the Company.

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[1] While Lane quit her job as a debit agent for Louisiana Life early in 1956-2 because that Company cut her original compensation more than in half, this is not regarded as incurring a willful loss in earnings because of the substantial extent of the reduction in Lane's pay.

Conclusions: The Company has failed to establish that it took the steps reasonably necessary to communicate an offer of reinstatement to Lane on July 22, 1955. The Company has failed to show the lack of a vacancy for Lane. The Company has proven that Lane willfully incurred a partial loss of earnings commencing at the beginning of 1958-1, and her backpay will be reduced as indicated above. No other willful loss of earnings has been proven. Lane is entitled to backpay as set forth in the Appendix, which reflects the adjustments stated above. See p.

179. ESTELLA WOODRIDGE

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-15-55	Unknown 9-2-55 (Exh. C)	Begins 9-29-55
Requested to report		Date of attempted contact unknown	Ends 1-8-58
Reinstated	1-8-58		

Evidence adduced by the parties concerning Woodridge's application for reinstatement: The Company produced an R-44, application of Woodridge dated "Sept. 22." In view of the admission contained in Exh. C of the Company's amended answer that Woodridge filed an application on September 2, 1955, the Examiner finds that the year Woodridge filed R-44 was 1955. In his brief, the General Counsel concedes that Woodridge's first application for reinstatement was made on September 22, 1955.

Evidence adduced by the parties concerning the request to report for work: Rutter testified as to the following notation in Superintendent Drake's handwriting in Woodridge's personnel file. "692, Estella Woodridge, sent for but was out of town." Rutter further testified that there was no date as to when she was sent for but that she was not on the Union list. Rutter also testified that he personally went to her apartment at some unstated time after the strike was called off in an effort to get her to return to work, but she was not there, and that nobody

knew of her. The record shows that Woodridge was still living at the address given in her 1955 application in 1958 at which time she received a card from the Company about returning to work.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: Rutter testified that before the strike Woodridge was operating a single pocket pressing machine and that there were several other machines used for pocket pressing. After the strike one operator was handling all of the pocket pressing. Rutter did not disclose who was doing the pocket pressing after the strike. Rutter's testimony indicates that Woodridge was a skilled worker whose services might readily be utilized.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Woodridge was an elderly appearing woman, 59 years old at the time of the hearing in 1963. Except for $8 earned doing pressing, she had no earnings during the approximately 2 years' backpay period. Woodridge could not state with any degree of accuracy when she looked for work after the strike was called off. She did name several sewing factories where she applied after the strike. Woodridge also testified as to her efforts at unstated times during the backpay period to obtain housework. A number of times she answered ads in the paper for houseworkers. Woodridge related that she was turned down because she had no housework references (Woodridge had worked for the Company for 12 to 13 years prior to the strike.) Woodridge's testimony as a whole indicates that she lived in more or less straightened circumstances and that she needed work. There is no evidence showing any disinclination to work on Woodridge's part.

Conclusions: The Company has failed to establish that it took the steps reasonably necessary to communicate to Woodridge an offer of reinstatement after she applied at the Company in September 1955. The Company has not shown the absence of a vacancy for Woodridge at any time. No willful loss of earnings has been proven. Estelle Woodridge is entitled to backpay as set forth in the Ap-

pendix, which reflects the deduction of $8 in 1955-4 for earnings made doing pressing work. See p. 207.

180. AUDREY ZENO

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Requested to report		7-12-55	Ends 6-9-55
Reinstatement (offered)	6-9-55 [1]	Never reported	

Evidence adduced by the parties concerning the request to report for work: Attached to Zeno's April 15, 1955, application form is a slip of paper stating as follows: "Audrey Zeno—7-22-55—did not answer letter."

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Commencing on June 4, 1955, Zeno worked steadily for the New Orleans Laundry. Zeno credibly testified that she was looking for work prior to that time and after the strike's end.

Conclusions: The Company has failed to show the lack of a vacancy for Zeno. No willful loss of earnings has been proven. Zeno is entitled to backpay as set forth in the Appendix at p. 207.

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[1] According to the General Counsel, the date June 9, 1955, was included in the Specification as the date on which Zeno was offered reinstatement because the General Counsel's information at the time the Specification was issued was that this was the fact. In view of the evidence discussed in the following paragraph concerning the Company's July 22, 1955, request to report for work, the General Counsel in his brief moved to enlarge the backpay period from April 14, 1955, to June 9, 1955, as alleged in the Specification to form April 14, 1955, to July 22, 1955. Sufficient justification therefore not having been shown, the General Counsel's motion is hereby denied.

G. *The "not interested" or "not available" defense (Schedule 6(f))*

1. General discussion

Because of the Examiner's disposition of other aspects of the cases of two of the four employes listed in Schedule 6(f), the Examiner did not reach the Company's defense in these cases. Of the other two employees in this category the Examiner has in effect sustained the Company's defense that she was not available in one case and has rejected it in another.

2. The individual cases

181. ROSE CAMPBELL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	5-18-55	3-9-56 (Exh. C)	Begins 3-19-56
Reinstatement (offered)	4-15-56		Ends 4-15-56

Evidence adduced by the parties regarding Campbell's application for reinstatement: The Company produced an employment application from Campbell dated "3/56." Campbell testified that when she applied for reinstatement she was accompanied by Dorothy Green, who filled out an application at the same time. Campbell further testified that she went to the plant with Green to apply for work on only one occasion. The Company introduced into evidence an employment application signed by Green dated "3/ /56." The Examiner finds, as the General Counsel concedes in his brief, that Campbell did not apply for reinstatement until March 9, 1956, the date shown on Exh. C. to the Company's amended answer.

Evidence adduced by the Company supporting its defense that Campbell was not interested in returning to work for the Company: In view of the evidence discussed above concerning the date of Campbell's application for reinstatement and the General Counsel's concession in regard thereto, there is no real controversy about the Com-

pany's defense being supported by the evidence. The only question relates to the date in April 1956 on which Campbell was offered and declined to accept reinstatement. The Specification gives April 15, 1956, as the date of the Company's offer of reinstatement because of a notation in Drake's handwriting in the Company's files dated "4/56" stating as follows: ". . . this girl was later called back on several instances by J. Drake—was told she was not interested, that she was dressmaking & satisfied." The General Counsel stated in his brief that the Specification adopted April 15 rather than some other date in the month because it was the midpoint of the month, and such a date seemed equitable to all parties. The Examiner agrees.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: The evidence concerning Campbell's search for work is unsatisfactory because she was testifying about her search for work in 1955 and the backpay period does not begin until March 19, 1956. However, the Company has not shown that Campbell did not look for work during the short backpay period. The record does show that Campbell did some plain sewing, for which the Examiner finds Campbell was paid an average of $5 per week during the backpay period.

Conclusions: No willful loss of earnings has been proven. Rose Campbell is entitled to backpay as set forth in the Appendix, which reflects the greatly shortened backpay period. See p. 184.

182. STELLA DUNN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	7-15-55	7-14-55 (Exh. C)	Begins 7-22-55
Reinstated	12-2-58		Ends 12-2-58

Evidence adduced by the Company supporting its defense that Campbell was not available for work at the time of her application because she was pregnant: Rutter testified without objection concerning an undated, unsigned slip of paper in Dunn's file in Drake's handwriting stat-

ing, "Faint recollection of pregnancy." Dunn's testimony establishes that she was not pregnant when she filled out an application on July 14, 1955. The General Counsel in its brief urges not only that Rutter's testimony is too vague to support the Company's defense with respect to Dunn, but also that the Examiner should not consider Rutter's testimony because it is based solely on documents which were subpenaed by the Union and which the Company refused to produce. While the Examiner finds a certain appeal in the second point made by the General Counsel, he is doubtful that the proposition of law upon which the General Counsel is apparently relying is applicable to a document which, as here, is not material to the General Counsel's affirmative case, and relates solely to a matter of defense. Cf. *Bannon Mills, Inc.*, 146 NLRB No. 81, n. 4, I.R. pp. 29-30. However, considering the evidence as a whole the Examiner finds that Dunn was not pregnant when she applied for reinstatement on July 14, 1955.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Backpay is sought in the Specification only for 1955-3. Dunn credibly testified that she unsuccessfully applied for work at several sewing factories during this quarter.

Conclusions: The Company's defense that Stella Dunn was unavailable when she applied for reinstatement is rejected. No willful loss of earnings has been proven. Stella Dunn is entitled to backpay as set forth in the Appendix at p. 187.

183. MAYBELLE JOHNSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	12-15-55		
Reinstated	No		No backpay

Evidence adduced by the parties concerning Johnson's application for reinstatement: Johnson gave very confused testified about applications made by her, assertedly in 1955. Rutter testified that Johnson's first application was

made in 1958 when she came in with mimeographed letters from the union requesting reinstatement. Johnson was completely mixed up regarding the sequence of events mentioned in her testimony and the Examiner concludes that her testimony as a whole is unreliable, not because of any intention to misstate but because of an inability to keep events straight in her mind. The Examiner finds in accordance with Rutter's testimony that Johnson did not apply for reinstatement until 1958, which, in the Examiner's opinion, is too late.[1]

184. ADELE ROBERTSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	5-20-55 (R-31)	Begins 7-1-56
Reinstated	No		Ends Still accruing [1]

Evidence adduced by the Company supporting its defense that Robertson was not available for work at the time of her application because she was pregnant: Rutter testified concerning two longhand notations, one on the reverse side of Robertson's application dated May 20, 1955, and the other on R-220, as follows: "Came in pregnant, going to have baby on 5-21-55." Robertson was repeatedly questioned about whether she was pregnant in 1955. She first answered, "No, I was not. I don't think I was pregnant during that year. If I was pregnant I

[1] The General Counsel argues that Johnson must have applied in 1955 rather than in 1958 because the Company would not have included her in Schedule 6(f) unless she had made a timely application. Rather, according to the General Counsel, the Company would have placed Johnson in Schedule 6(g) naming those who unduly delayed in applying for reinstatement. While the General Counsel's argument is plausible enough, the Examiner concludes that it attributes greater logic and consistency to the Company's amended answer than the document is entitled to. The Examiner has encountered a number of other inconsistencies in the Company's pleading, and cannot give the fact of the inconsistency the weight which the General Counsel does.

[2] Robertson was offered and accepted reinstatement during the hearing.

don't remember." Almost every time Robertson answered this question, she qualified her denial by saying that she did not think she had been pregnant in 1955. The record indicates that Robertson did not give birth to a child in 1955. Robertson did testify that she had had a miscarriage in October 1956. Robertson's May 20, 1955, application contains checkmarks in both the "married" and "pregnant" boxes. In view of this fact and Robertson's uncertainty about whether she had been pregnant when she applied in 1955 (a matter concerning which the Examiner feels a woman would not likely be in doubt, even after 8 years) and the Examiner does not credit Robertson's testimony, and finds that Robertson came in pregnant on May 20, 1955, and was not put to work for that reason.

However, the record shows that Robertson filed another application for reinstatement on November 28, 1955. The record does not reveal why Robertson was not reinstated pursuant to this application, which the Examiner finds to have been timely under all the circumstances of the case.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: The Specification claims backpay only for 1955-2 and 1956-3. The Examiner's finding with respect to Robertson's unavailability at the time of her May 20, 1955, application eliminates the first of these two quarters. Robertson was employed at the DeVille Motel during the 1956-3 quarter. Robertson's earnings at the DeVille Motel, as the General Counsel states in his brief, were $54.41 rather than $47 as stated in the Specification.[1]

Conclusions: The Company's "not available" defense is rejected. No willful loss of earnings has been proven. Adele Robertson is entitled to backpay, as set forth in the Appendix, which reflects the adjustments stated above. See p. 203.

[1] For the reasons stated earlier the Examiner adheres to his ruling at the hearing denying the General Counsel's motion to amend the Specification to claim backpay for additional quarters during which Robertson was allegedly available for and seeking work.

H. *The unreasonable delay in applying defense (Schedule 6(g))*

1. General discussion

With respect to the 11 employees listed in Schedule 6 (g) the Company pleaded that they did not apply for reinstatement within a reasonable time after the strike was called off. In the cases of all but three of the employees in this category, there was no controversy as to the date of the application. In one of these three controverted cases, that of Anna Parker, the Examiner has resolved the conflicting testimony favorably to the Company, finding that Parker's application was not filed until October 1957, at the earliest. In 9 of the 10 remaining cases, the applications for reinstatement were made, the Examiner finds, within 7 months of the strike's end. The 10th employee in this category applied less than 10 months after the strike was called off. In the opinion of the Examiner, applications made within such a time cannot be said to be unreasonably delayed applications in the circumstances of this case. In fact delayed applications presented less of a reinstatement problem than the early applications which were made in large numbers in a short period of time.

As to the application for reinstatement of Anna Parker, which was made about 2½ years after the strike was called off, this presents a much more difficult problem. The General Counsel's position apparently is that of a delay of 1 year in applying for reinstatement is not unreasonable, and that an even longer period might be justified under special circumstances. The Examiner agrees. Compare *Crosby Chemicals, Inc.*, 105 NLRB 152, 154 with *E. A. Laboratories*, 86 NLRB 711, 714. But these cases do not tell us precisely where the line should be drawn in determining what constitutes an unreasonable delay. Under all the circumstances, including the fact that Parker was in the New Orleans area and was available for employment the entire 2½ years preceding her first application and the further fact that Parker was apparently in contact with the Union during this period, the Examiner concludes that Parker unduly delayed in applying for reinstatement.

2. The individual cases

185. HAZEL BURNS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	10-13-55	10-13-55	Begins 10-21-55
Reinstated	Not properly [1]		Ends Still accruing [2]

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Burns testified that she sought work at Bonck's and Schram's in 1955 but was not sure that it was in the fourth quarter. In 1956-1 and 1956-2 Burns looked for work at Bonck's, Schram's and Tulane Shirts. At the end of May, Burns went to Chicago and did not look for work in June, July and August. Up until the time Burns went to Chicago, i.e., during 1955-4, 1956-1, and the first 2 months in 1956-2, Burns did babysitting an average of 27 hours a week for which she received 75 cents per hour. Burns testified that she could not recall looking for work in September 1956 and the Examiner construes her testimony in this regard to mean that she did not look for work during this month. Burns testified that in 1956-4 she looked for work at Schram's but that she did not seek employment in 1957-1. In April 1957 Burns obtained a 6-day a week job working irregular hours for Southern Produce Co. and remained there about a year. She quit the middle of April 1958 because she was pregnant and did not again look for work until the beginning of 1959-3 when she regained her job at Southern Produce. Burns remained at Southern Produce until October 30, 1960. At this time she again quit because of pregnancy and did not again seek work in the period covered by the Specification. Burns did not look

[1] Burns worked but 15 minutes on October 13, 1955, the day on which she filled out an application. At the end of this time Burns was told by Drake that the Company did not have an opening for her and that as soon as one became available she would be called.

[2] Hazel Burns was offered and accepted reinstatement during the hearing.

for other work at any time she was employed by Southern Produce. Because of the periods during which Burns was unavailable or not seeking work, the following periods will be eliminated from the Specification: 1956-2 (June only) 1956-3, 1957-1, 1958-2 (excepting first half of April), 1958-3, 1958-4, 1959-1, 1959-2, 1960-4 (November and December only), 1961-1, 1961-2.

Conclusions: No unreasonable delay in applying for reinstatement has been established. A partial willful loss of earnings has been shown, for which the deductions indicated above will be made in computing Burns' backpay. Hazel Burns is entitled to backpay as set forth in the Appendix which reflects Burns' additional interim earnings babysitting. See p. 184.

186. CLEO FONTENBERRY

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	11-4-55	11-4-55	Begins 11-14-55
Reinstated	1-24-56	1-24-56 (Exh. C)	Ends 11-19-55

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Fontenberry worked the first part of the short backpay period at Foundation Hospital. She quit there before she was called back to work at the Company because she did not like the work running an elevator. Fontenberry did not look for work anywhere else after quitting her job at the hospital. A comparison of the interim earnings shown in the Specification for both quarters involved with those shown in the Social Security records for Fontenberry indicates that those responsible for preparing the Specification misunderstood the available figures. Under all the circumstances the Examiner concludes that a recomputation of Fontenberry's backpay is appropriate in this case in order to show her correct interim earnings and to reflect the fact that Fontenberry unjustifiably quit her hopsital job. Fontenberry's Social Security records show that she earned approximately the same amount at the hospital in both 1955-2 and 1955-3. Dividing her earnings for these 26

weeks, $570.38, by 26, her weekly earnings at the hospital work out at $21.93. By dividing Fontenberry's earnings at the hospital in 1955-4, $153.16 by her weekly earnings, $21.93, the approximate number of weeks Fontenberry worked at the hospital in 1955-4 can be ascertained. This works out at about 7 weeks. The Examiner concludes on the basis of the foregoing that Fontenberry quit her job at the hospital at the end of the 7th week in 1955-4, and that from that time on Fontenberry willfully incurred a loss in earnings.

Conclusions: No reasonable delay in applying for reinstatement has been established. Fontenberry has willfully incurred a loss of earnings from the end of the 7th week in 1955-4 to the end of the backpay period. Cleo Fontenberry is entitled to backpay as set forth in the Specification, which reflects the adjustments stated above. See p. 188.

187. GENEVIEVE GREEN (HILLIARD)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	11-9-55	11-9-55	Begins 11-17-55
Reinstated	8-28-56		Ends 5-1-56

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Hilliard unsuccessfully looked for work in 1955-4 at Tulane Shirt and Schram's. Thereafter Hilliard did not work or look for work during the backpay period, with the exception of the month of April 1956, during which she sewed on May festival costumes for one classroom of school children, for which she was paid $65.

Conclusions: No unreasonable delay in applying for reinstatement has been established. Hilliard willfully incurred a loss of earnings during that portion of the backpay period in 1956, excepting for the month of April. Genevieve Green Hilliard is entitled to backpay as set forth in the Appendix which reflects the adjustments stated above. See p. 191.

188. CATHERINE JEFF (CLARK)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	1-28-56	1-25-56	Begins 2-6-56
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Clark had earnings in all except three of the quarters for which backpay is claimed in the Specification. Most of the time Clark worked for New Orleans Building Maintenance Corporation which had a contract for cleaning schools. However, the job involved no more than 3 hours a day and was performed from 5 to 7 or 8 p.m. Clark testified as to her efforts to obtain a daytime job while working for the building maintenance firm. However, she was unable to place the date when she applied various places, including several sewing factories. Regarding 1959-4, 1960-1, and 1960-2, the quarters during which Clark had no earnings, she simply could not recall anything about her efforts to obtain work during this period. In fact, Clark was under the impression that she had worked almost steadily for the building maintenance firm. There is no evidence that Clark was not looking for work during this period. Clark impressed the Examiner as being a very sincere witness who took pains not to overstate matters.

Conclusions: No unreasonable delay in applying for reinstatement has been established. No willful loss of earnings has been proven. Catherine Jeff Clark is entitled to backpay as set forth in the Appendix at p. 194.

189. RUTH JOLLY (CAHN)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	11-7-55	11-7-55	Begins 11-21-55
Reinstated	7-23-56		Ends 7-23-56

[1] The Specification inadvertently fails to allege backpay for 1956-4 and 1957-1, two quarters which Clark had substantial interim earnings.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: None. Cahn was not called as a witness in this proceeding. Although Cahn was not available at the time the Company subpenaed her because she was due to give birth to a child shortly after the return day of the subpena, the Company did not thereafter seek to obtain her attendance at the hearing.

Conclusions: No unreasonable delay in applying for reinstatement has been established. No willful loss of earnings has been proven. Ruth Jolly Cahn is entitled to backpay as set forth in the Appendix at p. 195.

190. DOROTHY WHITE LEARSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-15-55	10-6-58	Begins 8-15-55
Reinstated	No		Ends Still accruing[1]

Evidence adduced by the General Counsel regarding Learson's application for reinstatement: Learson credibly testified that when her first baby was a month or two old the Union sent her a letter informing her that the strike was over and suggesting that she apply for her job with the Company. Learson's first child was born on June 21, 1955. When Learson applied on this occasion she was told she would be sent for when work was available. Learson testified that she reapplied for work on more than one occasion and that she filled out a written application each time she went back to the plant. Rutter testified that the Company files showed that Learson's first application after the strike was over was filed on October 6, 1958. The Examiner finds, in accordance with Learson's testimony, that she applied for reinstatement when her first baby was a month or two old. Adopting the midpoint, the Examiner finds that Learson's application was made on August 5, 1955.[1]

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[1] Learson was offered reinstatement during the hearing.

[1] In view of the fact that the Company's records do not contain Learson's August 1955 application, the Examiner has considered

Evidence adduced by the Company regarding interim earnings and willful loss of evidence: Only three quarters are involved in the backpay period covered by the Specification, 1957-4, 1961-1, and 1961-2.[2] Learson did housework during these periods, 2 days a week during 1957-4 and 1 day a week during 1961-1 and 1961-2. Learson did not look for sewing factory work at any time during the backpay period. While working in 1957-1, 2 days a week, Learson wanted other housework jobs but did not find any. The record does not show what Learson did, if anything, to obtain additional housework in 1961-1 and 1961-2.

Conclusions: The record establishes that Learson applied for reinstatement on August 5, 1955. No willful loss of earnings has been proven. Dorothy White Learson is entitled to backpay set forth in the Appendix at p. 197.

191. HERBERT LOTTEN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	7-29-55 [1]	11-7-55	Begins 11-15-55
Reinstated	No		Ends Still accruing [2]

Learson's testimony carefully in an effort to determine whether in her testimony she might be confusing her 1955 application with her 1958 application. However, in view of the fact that Learson did not give birth to any children between 1957 and 1959, and the further fact that Learson was a cautious witness who was not inclined to overstate matters, the Examiner concludes that Learson was not confused in her testimony about her 1955 application.

[2] The General Counsel's motion to amend the Specification to include backpay for additional quarters is denied for reasons previously stated.

[1] In view of the fact that the Company admits that Lotten filed a written application for reinstatement on November 7, 1955, and that no backpay is claimed for 1955 because of Lotten's higher interim earnings, the Examiner finds it unnecessary to determine whether Lotten made an earlier application for reinstatement.

[2] Lotten was offered and declined reinstatement during the hearing.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Lotten was employed throughout the backpay period by C & C Cleaners which is owned by his father-in-law. Received in evidence as R-62 was an undated longhand notation on a slip of paper in Superintendent Drake's handwriting, as follows: "Note date of app—sent for in June 57 told Batiste not interested—working in pressing shop for father-in-law—." Drake was not called upon to testify concerning this notation and Batiste testified that he had no conversation with Lotten about returning to work after the strike was over. Lotten testified that he had a conversation with Batiste sometime after the end of the strike in which he informed Batiste that he was not interested in returning to work for the Company but that he had no recollection whatever when this conversation took place. Under all the circumstances, including the fact that the Company did not allege in its amended answer that Lotten had been offered and had refused reinstatement in June 1957, the Examiner can place no reliance on R-62.

Since the Company has not briefed the cases individually it is not known what the Company's contentions regarding Lotten are. However, if it is contending that Lotten's backpay should be cut off as of sometime that Lotten accepted a permanent job with C & C Cleaners, the Company has not sustained its burden with respect to showing what the cutoff date should be. In any event, acceptance of a permanent job elsewhere does not automatically terminate backpay. As the Board stated in *Mastro Plastics Corp.*, 136 NLRB 1342, 1349, "Even if a claimant obtains a so-called permanent job, he is still entitled to the difference between what he earns at the new job and what he would have earned at Respondent's plant."

Conclusions: No willful loss of earnings has been proven. Herbert Lotten is entitled to backpay as set forth in the Appendix at p. 198.[1]

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[1] Due to the change to the calendar quarter method of computation Lotten is entitled to backpay for 1956-2, 1957-2, and 1958-3, which is not alleged in the Specification.

192. LORRAINE LYONS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55 (Exh. C)	Begins 4-14-55
Reinstated	5-11-56		Ends 5-11-56

Evidence adduced by the Company regarding interim employment and willful loss of earnings: At the time the strike was called off Lyons was in her 6th month of pregnancy. Lyons had filed applications for jobs at various sewing factories earlier in her pregnancy and did not look elsewhere after presonally applying at the Company's plant on April 15, 1955. The Company's records indicate that at this time Lyons informed the Company that she could work 2 or 2½ months (the baby was born on July 21, 1955). In view of the fact that other employers would be unlikely to hire for the first time a woman in advanced stages of pregnancy, the Examiner finds that Lyons did not willfully incur a loss of earnings by not looking elsewhere in that part of 1955-2 covered by the Specification.

Lyons did not look for work after the baby was born until about the time she obtained a job with Cute-Togs (Southern Manhattan) which the Examiner finds occurred on February 13, 1956. That portion of 1956-1 prior to February 13 and all of 1955-4 will be eliminated from the Specification because of Lyons' unavailability for work during this period. After being laid off by Cute-Togs because of the ending of the night shift near the end of 1956-1, Lyons made the rounds of the sewing factories looking for jobs, but was unsuccessful in obtaining work.

Conclusions: No willful loss of earnings has been proven. Lorraine Lyons is entitled to backpay as set forth in the Appendix which reflects the adjustments stated above. See p. 198.

193. BESSIE MONTGOMERY

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	8-5-55	1957	Begins 8-15-55
Reinstated	No		Ends Still accruing [1]

[1] Montgomery was offered and accepted reinstatement during the hearing.

Evidence adduced by the General Counsel regarding Montgomery's application for reinstatement. Montgomery testified that she received word from the Union for the striking employees "to go back and put in our applications at Rex because they were taking the strikers back"; that after working a half-day at Haspel's she went down to the plant and sought to fill out an application; that Johanna asked, "Have you worked here before"; that she answered, "Yes" and gave Johanna her name; that Johanna then went and got Superintendent Drake; and that Drake told her that "he didn't have anything open right then. When he would get something he would call [her]." Montgomery testified that she did not fill out an application on this occasion. Montgomery further testified that about 3 or 4 months after the fist time she applied after the strike, she again went to the plant and asked to fill out an application, that much the same thing happened as on the first occasion, and that Drake told Montgomery that he still did not have anything open. Jeanette Johnson's testimony inferentially corroborates that of Montgomery about going to the plant in the summer of 1955 and applying for work. It was stipulated that both Drake and Johanna could neither admit nor deny Montgomery's testimony concerning her visits to the plant in 1955. Based upon his examination of an application in Montgomery's file, Rutter testified that Montgomery's first application after the strike was filed in 1957. The Examiner credits Montgomery's testimony and finds that she sought reinstatement at least by the August 5, 1955, date stated in the Specification.

Evidence adduced by the General Counsel concerning his claim that Montgomery's union dues at Haspel's were a deductible expense: None. Counsel for the Company brought out that Montgomery thought that her union dues while at Haspel's were $2.50 a month. The General Counsel urges that if union dues are compelled as a condition of employment, they are a valid deductible expense. The General Counsel, however, has not shown that Montgomery's union dues were required as a condition of employment. Accordingly, Montgomery's union dues while at Haspel's will not be allowed as a deduction from interim earnings:

*Evidenc*ed by the Company regarding interim earnings*lful loss of earnings:* Montgomery was employed pel's from January 1955 until May 1959 at which e quit to join her husband in Germany. The work regular. She frequently did not work full week sometimes she did not work full days. Montgome by partial unemployment at times while laid off b work whil's. Montgomery did not look for other from Ger ing at Haspel's. Montgomery returned in obtaini rly in March 1960, but did not succeed she obtai oyment until the first of October, when for the re at Bonck's, which she continued to hold

From te backpay period.

gate dar point of fulfilling her obligation to miti- earnings ontgomery willfully incurred a loss in held for a quit her job at Haspel's which she had For this years, to join her husband in Germany. ings for Montgomery's average quarterly earn- Haspel's four full quarters that she worked for during 1 n by the Social Security records, i.e., forward 958-3, 1958-4, 1959-1, will be projected obtained beginning of 1960-4, when Montgomery quarterly with Bonck's. Montgomery's average *Mastro* s during this period were $400.55. See *Knickerb Corp.*, 136 NLRB 1342, 1350, citing *stic Co.*, 132 NLRB 1209, 1215.

Conclu No willful loss of earnings has been proven. forth in ontgomery is entitled to backpay as set stated he endix, which reflects the adjustments

194. MA. See p. 199.

EWMAN

Applied Reinstate	instatement in n	As admitted by Company	Backpay period As found by Examiner
J.)		3-12-58	Begins 4-14-55 Ends 6-15-58

[1] Newm on March maker, s contends that unti

nstated to her old job as corner maker on parts Although Newman was an experienced corner en the learner's rate. The General Counsel did not constitute proper reinstatement and vas given the experienced rate on her operation

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Although she was unable to pinpoint the months in which she applied for work in sewing factories during 1955, Newman's testimony establishes that she was genuinely seeking work during this period. From October 1, 1955, until July 20, 1957, Newman was employed as a nurse taking case of a child in a private home. During, 1955, Newman was paid $6 per day for 3 days a week. Commencing on January 1, 1956, and for the remainder of the time that Newman took care of the child, she worked 5 days a week for $6 per day. Newman became ill on July 20, 1957, and did not seek employment for the rest of 1957-3. The record adequately establishes Newman's search for work in 1957-4 at sewing factories and department stores.

Conclusions: No willful loss of earnings has been proven. Marietta Newman is entitled to backpay as set forth in the Appendix which reflects Newman's revised earnings as a nurse and shows the elimination of any claim for backpay for 1957-3 from July 20 on. See p. 200.

195. ANNA PARKER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-15-55	10-6-58	No backpay
Reinstated	10-9-58 [1]		

on June 15, 1958, her earnings at Rutter-Rex should be treated as interim earnings. Rutter testified that because of the 4-year period during which she had done no sewing factory work Newman had to be given the learner's rate. The Examiner upholds the General Counsel's contention. Any loss of skill suffered by Newman is largely due to the Company's failure to take seriously the Union's application for reinstatement made in Newman's behalf in April 1955. Newman's earnings at the Company in 1958-2, as shown in the Social Security records (the Specification erroneously understates these earnings), will be treated as interim earnings. These will be computed on a 14-week quarter basis since the 13-week figures are not available.

[1] The General Counsel contends that Parker was improperly reinstated on this date, but in view of the Trial Examiner's finding that Parker unreasonably delayed in applying for reinstatement it is not necessary to consider this contention.

Evidence adduced by the parties regarding Parker's application for reinstatement. Careful consideration of Parker's testimony has not persuaded the Examiner that Parker applied for reinstatement at any time prior to the latter part of 1957. In her versions of her first application for reinstatement she repeatedly switched back and forth. In her first version Parker related that she had gone to the plant a week after the strike was over with a statement from the Union asking for reinstatement. Drake looked it over and said there were no openings. Parker testified that she did not fill out an application on this occasion. The next month, Parker testified, she thought she filled out an application at the plant. This time, according to Parker she talked with Johanna. When asked about filing a written application in 1956, Parker replied that she had filled out a written application every time she went to the plant. Then Parker related that Ruby Caliste, the union organizer, had taken out a group in 1957 and again in 1958. On cross-examination Parker testified that Ruby Caliste gave her a paper to apply for her job a week after the strike ended. When asked where she was working at the time, Parker answered that she was working for Mrs. Behrman. The first time Parker worked for Mrs. Behrman was in 1958-3. In her statement given to the Board investigator, Parker stated, with respect to her first application after the strike, that Ruby Caliste and a group of strikers were with her when she applied.

Ruby Caliste testified that in October 1957 she took Anna Parker, Adele Robertson, Estelle Woodridge and Stella Dunn in her car to the plant, and that in September 1958 she took Anna Parker and Adele Robertson again. The record shows that when these women applied in 1957 and 1958 they had been furnished statements by the Union applying for reinstatement.

Rutter testified concerning an application which he received from Parker on October 6, 1958, on which he noted in his handwriting that "she didn't think we would hire her so she has not applied since strike." Rutter testified that this was what Parker had told him on this occasion. Rutter elaborated to this effect: Parker, having known

Rutter and his father, the Company's Chairman of the Board, for so many years, feared that she would be in their disfavor for having gone out on strike. Rutter testified that the only other application which the Company had in its files from Parker was one dated March 17, 1953.

In view of the shifting nature of Parker's testimony, the failure of Caliste to substantiate Parker's testimony about her 1955 application, the inconsistency between Parker's testimony and the statement given to a Board investigator, and the Examiner's impressions as to Parker's confused state of mind, the Examiner does not credit Parker's testimony about her 1955 applications, and finds that the earliest Parker applied for reinstatement was in 1957, which for the reasons stated above the Examiner regards as untimely.

Conclusions: Anna Parker is not entitled to backpay.

I. *The reinstated and discharged for unsatisfactory performance defense (Schedule 6(h))*

1. General discussion

The employees listed in Schedule 6(h) or the Company's amended answer, with one exception, were all strikers who were belatedly reinstated and thereafter discharged, assertedly for poor production or poor quality work, after a brief trial period of 6 weeks or less.[1] These employees fall into three categories.

The first category includes the employees who, despite the fact that replacements were working on their former operation at the time of their application for reinstatement, were not reinstated on their former operation but on some new operation with which they were not familiar, and on which they did not perform satisfactorily, according to the Company. As to the employees in this category, the General Counsel citing *Chase National Bank,* 65 NLRB 827, 828-829, contends that the Company was

[1] The one exception, Willie Marshall, who was kept on the payroll 4 months, was never reinstated to her former operation, although the Company had five replacements working on her former operation at the time of her application for reinstatement.

obliged to reinstate them on their old operation and did not have the option of transferring them and retraining them on new operations. The *Chase National Bank* case is dispositive of this issue. Accordingly, the Trial Examiner sustains the General Counsel's contention in this regard.

The second category of employees included in Schedule 6(h) includes those having experience on more than one operation whose operation immediately before the strike was no longer available (either because of the discontinuance of the operation or because only returned strikers were performing the operation at the time of the application for reinstatement), who were reassigned to new operations although replacements were still filling positions on which they had had previous experience. Regarding these, the Examiner concludes that a reasonable solution of the problem was the dismissal of the replacement to make room for the experienced returning strikers. The two strikers in this category had at least 9 months experience on other operations which replacements were still filling at the time of the strikers' applications for reinstatement.

The third category consists of employees whose former operations were no longer available and who were belatedly transferred to new operations. As to these employees, the Examiner has concluded, either that they were or were not given an adequate trial on the new operation, depending upon the Examiner's view of the facts involved in the various individual cases.

2. The individual cases

196. DORIS BOWLES

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-27-55	Begins 4-14-55
Reinstated	1955-3 [1]	8-3-55	Ends Still accruing [2]
Discharged		9-2-55	

[1] The Specification alleges "No proper reinstatement."

[2] Bowles declined an offer of reinstatement made during the hearing.

Specific evidence adduced by the Company as to the lack of a vacancy prior to reinstatement. On April 5, 1955, Dorothy Bean, a returned striker, was the only employer performing Bowles' old job of setting zippers.

Evidence adduced by the General Counsel supporting his claim of improper reinstatement. On August 3, 1955, Bowles was reinstated on her old job of setting zippers. Bowles had been setting zippers for 3 or 4 years at least. As stated above, Dorothy Bean, a returned striker, was also setting zippers. Because of a change in the process during the strike from setting individual percut zippers to setting chain zippers, which come in a large *continuous* roll, the Company did not any longer require the services of two zipper setters. After setting zippers for almost 2 weeks,[1] Bowles was transferred first to cutting down pockets and then to running flies, an operation she had sometimes performed before the strike. Before being assigned to this latter operation, her supervisor, known to her only as "Buddy," had asked Bowles whether she had run flies before. When Bowles answered in the affirmative, Buddy started Bowles in running flies without giving her any instructions. The record is unclear regarding the extent to which the Company assisted Bowles in relearning the running flies operation. While at first Bowles testified that she received complaints from Buddy about her work cutting down pockets and running flies, on rebuttal Bowles testified that she was not given any special instruction on how to perform the running flies operation. Buddy, who had not been in the Company's employ for some years, was not called as a witness. On September 2, 1955, the day of Bowles' discharge, Buddy brought a number of pairs of pants back to her, some of which had been ripped open, told her that they were all done wrong, and that she had not followed the notch in her sewing. Bowles replied that they had not used notches when she previously had run flies. Buddy nevertheless told Bowles to go to the office, where she was discharged. Rutter testified that it was Bowles' bad work which caused her discharge, not her poor production. As best the Examiner

[1] Judging by Bowles' higher earnings for the weeks ending August 6, August 13 and August 20, 1955.

can determine from R-208A, the learner's schedule for running flies provides for either a 10- or a 12-week training period. As found above, Bowles was tried out on this operation 2 weeks, at most. Under all the circumstances the Examiner finds that the Company did not give Bowles an adequate opportunity to learn the operation of running flies, to which she was transferred after her reinstatement. The period of her reinstatement will be excluded from her backpay period.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Bowles did some work in every quarter of the backpay period covered by the Specification. For the most part she worked in sewing factories. But there were three periods during which Bowles was doing day work, namely, the periods before and after her reinstatement by the Company in 1955 and a brief period between working for Cute Togs and Louisiana Garment in 1957 and 1958. While Bowles was not occupied full time doing day work, the record indicates that Bowles was seeking other work during the time she was doing housework, and the Company has adduced no evidence to the contrary. The Specification does not reflect the full extent of Bowles' earnings doing day work. During 1955-3, 1955-4, 1956-1, 1956-2, 1956-3 and the first 11 weeks of 1956-4, Bowles was working 3 days a week as a maid and received $4.14 per day for this work. During the last 2 weeks of 1957-4 and the first 3 weeks of 1958-1 Bowles was working 2 days a week as a maid and was paid the same daily rate.

Conclusions: The Company having no vacancy for Bowles on her old operation was obliged to transfer her and retrain her on another operation, as it ultimately did. However, the Company did not give Bowles an adequate opportunity to learn the operation of running flies as it was being done after the strike. Accordingly, the General Counsel has established that Bowles was not properly reinstated in 1955. No willful loss of earnings has been proven. Doris Bowles is entitled to backpay as set forth in the Appendix which reflects her revised interim earnings as a maid. See p. 182.

197. MARGUERITE BOZONIER

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	1953-3 [1]	8-5-55	Ends Still accruing [2]
Discharged		8-23-55	

Specific evidence adduced by the Company as to the lack of a vacancy prior to reinstatement. Immediately before the strike, Bozonier was boxing shoulder straps on Government shirts. This operation was no longer being done after the strike. Before being transferred to boxing shoulder straps, Bozonier had been topstitching collars, an operation on which she made production. Bozonier had had about 9 months' experience on this operation. On April 5, 1955, when the Union applied for reinstatement on behalf of Bozonier, the Company had in its employ three replacements on Bozonier's former operation of topstitching collars. One of these, Helen Shields, remained on the payroll throughout the backpay period with only one interruption of any length.

Evidence adduced by the General Counsel supporting his claim of improper reinstatement: When Bozonier was recalled to work August 3, 1955, she was assigned to joining yokes on shirts, a job she had not done before. As Rutter admitted, this is a very difficult operation to learn. The training period for joining is 15 weeks. After working on this new operation for less than 90 hours or a little over 9 working days, Bozonier was discharged, assertedly because she failed to measure up to the learner's schedule, and for bad work. As indicated above, a reasonable solution of the problem presented by the nonavailability of work on the operation Bozonier was performing immediately before the strike was to place her on the operation she previously had done at the plant, and on which the Company was utilizing three replacements who

[1] The Specification alleges "No proper reinstatement."

[2] During the hearing Bozonier was offered and accepted reinstatement.

were vulnerable to discharged to make room for returning strikers.

Even if the Company were entitled to retrain a replacement in Bozonier's former operation and retain her on a new one, the Examiner does not regard a trial period of a little over 2 weeks as being a sufficient trial on a very difficult operation for an operator who had performed satisfactorily for the Company in the past. The Company's treatment of Bozonier after the strike did not fulfill its reinstatement obligations to her.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Bozonier had only one substantial period of unemployment during the backpay period and that began on September 1, 1956, when she first commenced looking for work after the birth of her baby, and continued until March 1, 1958, when she obtained a job at a cigar factory.[1] Bozonier continued to work at the cigar factory for the remainder of the period covered by the Specification. While Bozonier was uncertain as to the dates in 1956 and 1957 on which she applied for jobs, her testimony convinces the Examiner that Bozonier was regularly looking for work during her periods of unemployment and that in an effort to obtain work she repeatedly visited sewing factories, department stores, and also tried at various retail stores, a hospital and a motel. Due to the change to the calendar quarter system of computation used in this Decision, Bozonier is entitled to backpay for 1955-4. Bozonier's interim earnings in 1955-4 at Daste Shopping Center amounted to $390.

Conclusions: The Company has not sustained its burden of proving the absence of a vacancy prior to Bozonier's reinstatement. The General Counsel has established that Bozonier was not properly reinstated in 1955. No willful loss of earnings has been proven. Marguerite Bozonier is entitled to backpay as set forth in the Appendix which includes backpay for 1955-4. See p. 182.

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[1] The March 1 date is based upon the Social Security record of Bozonier's earnings in 1958-196 and Bozonier's testimony as to her rate of pay when first employed at the cigar factory.

198. IRMA DARENSBOURG

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	6-17-55 [1]	Not indicated in personnel file 6-17-55 (Exh. C)	Begins 6-27-55
Reinstated	9-1-55	9-1-55 (Exh. C)	
Discharged		Quit [2]	

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: None. Darensbourg was not called as a witness.

Conclusions: No willful loss of earnings has been proven. Irma Darensbourg is entitled to backpay as set forth in the Appendix at p. 186.

199. EDNA FRANCIS

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	1955-3 [3]	7-55 [4]	Ends Still accruing [5]
Discharged		8-12-55	

Specific evidence adduced by the Company as to the lack of a vacancy prior to reinstatement: None. The contrary is established by Rutter's testimony that Evelyn

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[1] Unlike the other employees listed by the Company in Schedule 6(h), the Specification does not allege improper reinstatement in Darensbourg's case.

[2] In view of this allegation it appears that Darensbourg was erroneously listed in Schedule 6(h) which includes those who were allegedly discharged for unsatisfactory performnace.

[3] The Specification alleges "Not proper reinstatement".

[4] At the hearing Rutter testified that Francis was reinstated on August 2, 1955.

[5] Francis was again reinstated on May 27, 1963.

Bourgeois, a replacement, remained on the payroll until the week ending October 8, 1955.

Evidence adduced by the General Counsel supporting his claim of improper reinstatement. Before the strike Francis was engaged in taping crotches. After the strike she was assigned to hemming pants, an operation she had not previously done at the plant. The training period for this operation is 12 weeks. When Francis reported for work on August 2 Drake instructed her to watch the next girl in the line for a half hour. At the end of this time Francis started in on a bundle of her own. The girl next to her showed her how the operation was performed. Each day Rutter spoke to Francis about her production and about the way she was doing her work. After about 7 working days Francis was given a formal warning to improve her production, and a day or so later Francis was discharged "for lack of production and poor quality." As found above, as long as a vacancy existed in Francis' old operation of taping crotches, the Company was obligated to reinstate her to this operation. It did not have the alternative of placing her in a substantially equivalent position, assuming that hemming pants is substantially equivalent to taping crotches. In any event, in the opinion of the Examiner, Francis' trial period of 8 days was inadequate under all the circumstances of the case.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: The General Counsel's claim for backpay on behalf of Francis, as revised in his brief, requests backpay only during the brief period of Francis' reinstatement in 1955, during the period Francis was doing housework for Mrs. Kussman in 1957 and 1958, and during the period after May 1959 when Francis allegedly was available for work following the birth of her baby. Because she was not properly reinstated, Francis' earnings after her reinstatement by the Company will be treated as interim earnings. The Examiner finds that Francis commenced working for Mrs. Kussman on October 1, 1957, and continued working for until May 16, 1958, when she quit because she was pregnant. During this period Francis worked 3 to 5 days a week and averaged $20 per week. While working for

Mrs. Kussman, Francis did not look for work elsewhere. Francis did not again become available for work until May 3, 1959. From this time on until Francis obtained a job with B. F. Davis on August 26, 1960, the record is unclear as to Francis' efforts to obtain employment, except with respect to doing babysitting, and for 2 days work at which she obtained Schram's in 1959-3. There is no showing that Francis was not looking for work during this period. The record does support the General Counsel's contention that Francis earned an average of $9 per week babysitting from May 3, 1959, until August 26, 1960, which is not stated in the Specification. Francis continued working for B. F. Davis for the remainder of the backpay period covered by the Specification.

Conclusions: The evidence refutes the Company's contention that it had no vacancy for Francis prior to her reinstatement in 1955. The General Counsel has established that Francis was not properly reinstated in 1955. No willful loss of earnings has been proven during any period for which backpay is now claimed by the General Counsel. Edna Francis is entitled to backpay as set forth in the Appendix, which reflects the elimination of all claim for backpay in 1955 except during the brief period Francis was reinstated in 1955, for part of 1958-2, all of 1958-3, 1958-4, 1959-1, and part of 1959-2. See p. 189.

200. AUDREY LEWIS

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	1955-3 [1]	7-13-55	Ends 7-13-55
Discharged		8-23-55	

Specific evidence adduced by the Company as to the lack of a vacancy prior to reinstatement: Lewis' job before the strike was banding collars. On April 5, 1955, according to Rutter's credited testimony, only three operators were banding collars and they were all returned strikers.

[1] The Specification alleges "No proper reinstatement."

Evidence adduced by the General Counsel supporting his claim of improper reinstatement. In view of the fact that only returned strikers were banding collars when Lewis applied, the General Counsel apparently recognizes that Lewis was properly assigned to another operation—that of yoking shirts. The General Counsel's position is that the 6-week training period on yoking given Lewis after her reinstatement was inadequate, particularly when compared with the training time given her to learn banding collars when she was first hired. The Examiner is not persuaded. Banding collars was an operation having a 15-week training period. Yoking has a 12-week training period. Lewis was given a written warning to improve her production a week or two before her discharge. As the Examiner construes R-208B, Lewis' production at the end of the 7-week period was sufficiently behind that expected of a beginner (Lewis was an experienced single needle machine operator), so that no inference adverse to the Company can be drawn from its failure to give Lewis a longer trial. While it is true that the Company put up with Lewis' poor production for a much longer period before the strike, this was on a more difficult operation and a number of factors might have accounted for this, such as the Company's differing needs for experienced workers before and after the strike, differing alternative solutions of the problem. In the absence of evidence concerning such factors, the Examiner cannot conclude that the 6-week trial period accorded Lewis was inadequate. Accordingly Lewis' backpay period will terminate on July 13, 1955.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Lewis was employed at the Town and Country Motel during both quarters in the backpay period.

Conclusions: The Company has sustained its defense that it had no vacancy in Lewis' operation when an application was made in her behalf in April 1955. However, as found above, the Company was obliged to transfer Lewis to another operation, as it ultimately did in July 1955. The General Counsel has not shown that Lewis was improperly reinstated. Lewis is entitled to backpay

from April 14, 1955, to the date of her reinstatement on July 13, 1955, as set forth in the Appendix at p. 197.

201. MARIE LOCKETT

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	No backpay
Reinstated	1955-3 [1]	8-3-55	
Discharged		8-17-55	

Specific evidence adduced by the Company as to the lack of a vacancy prior to reinstatement. A replacement by the name of Lorraine was working on Lockett's operation of setting watch pockets and right and left flies at the time Lockett applied for reinstatement.[2]

Evidence adduced by the General Counsel supporting his claim of improper reinstatement: Lockett had had 2½ weeks' experience as a learner on her operation before the strike. Lockett was called back and went to work on August 3, 1955, on her former operation. After 2 weeks Lockett was discharged because she fell below the Company's minimum production expectations at that stage of the 8-week training period, according to Rutter. Rutter testified in effect that the Company's supervisors had to use their judgment in determining whether an employee was going to make the grade, and that after a 1-week warning, it was decided to let Lockett go.

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[1] The Specification alleges "No proper reinstatement."

[2] This replacement was an experienced operator on this operation. However, she had been discharged a week before the strike commenced because of misconduct and therefore was not on the payroll when the strike began. Accordingly, she was technically a replacement whom the Company was obliged to discharge to make room for a returning striker. While this undoubtedly created problems for the Company because Lockett, a learner, could not be expected to produce enough volume to take the replacement's place. However, this is the type of problem that the Company not infrequently faces during normal operations of its plant, such as when one of two fast producers on an operation becomes pregnant and leaves, and no experienced operator is available to replace her. It has solved such problems frequently in the past and can do so in instances such as this, in the opinion of the Examiner.

In sup
General
tive prog
the strik
1954 Sche
1st week
2nd week
3rd week

gs	Actual Earnings	Difference
1955 Sche	.14	−.16
1st week	.27	−.14
2nd week	.36	−.12

In the o	Actual Earnings	Difference
a sufficie	.25	−.11
properly	.38	−.12

Lockett

claim of improper reinstatement, the es on the figures as to her compara- ning her operation before and after as follows:

was tru Examiner, these figures do not give concerni the conclusion that Lockett was not during They indicate that before the strike light on r production and that the opposite the Cor ett's reinstatement. Absent evidence the Exa Company treated other employees for Loc period or other evidence throwing August the Examiner cannot conclude that

Evide ly dealt with Lockett. Accordingly, *employ* des that the backpay period, if any, that sh rminate when she was reinstated on place."

the con *by the Company regarding interim* did not *ul loss of earnings:* Lockett testified

Conc ember looking in 1955 for work any it had The Ge er construes Lockett's testimony in improp it was given as meaning that she loss of in 1955.

ended o Company has failed to establish that Lockett prior to her reinstatement. has failed to show that Lockett was d. Lockett has willfully incurred a oughout the backpay period which 55. Lockett is not entitled to backpay.

202. WILLIE MARSHALL

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-8-55 (U.)	8-16-55	Begins 4-19-55
Reinstated	1955-3 [1]	8-29-55	Ends 11-15-56
Discharged		12-29-55	

Specific evidence adduced by the Company as to the lack of a vacancy prior to reinstatement: Marshall joined seat seams before the strike. At the time of the Union's April 8 application for reinstatement, the Company had five replacements joining seat seams.

Evidence adduced by the General Counsel supporting his claim of improper reinstatement: On August 29, 1955, when Marshall was reinstated, instead of being assigned to seat seaming, her old operation, she was assigned to taping crotches. She did not make production on this operation and was discharged for this reason on December 29, 1955. As stated above, as long as the Company had replacements working on Marshall's old operation, the Company was obliged to reinstate her to her old operation. After having a baby Marshall was rehired by the Company on May 21, 1956, and was again assigned to taping crotches. The General Counsel has sustained his burden of proof with respect to his claim of improper reinstatement on both occasions.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: In the interval between the Union application in Marshall's behalf and her rehiring on August 29, 1955, Marshall worked 3 days a week as a maid for two lawyers. Marshall's earnings in the period after her rehiring in August 1955 and ending on November 15, 1956, will be treated as interim earnings because she was not reinstated to her old operation. The Examiner finds that Marshall was not looking for work in the period beginning December 30, 1955, and ending on May 21, 1956, when Marshall was rehired by the Com-

[1] The Specification alleges "No proper reinstatement until 11-15-56."

pany after her pregnancy. The excepted period for pregnancy will be extended accordingly.

Conclusions: The record affirmatively establishes that there was a vacancy for Marshall at the time of the Union's application for reinstatement in her behalf. Marshall was not properly reinstated. No willful loss of earnings has been proven during any period for which backpay has been allowed. Willie Marshall is entitled to backpay as set forth in the Appendix which reflects the adjustment stated above. See p. 198.

203. ORELIA MOORE

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-8-55 (U.)	4-22-55	Begins 4-19-55
Reinstated	5-2-55	5-22-55 [1]	Ends 5-2-55 [1]
Discharged		5-10-55 [2]	

Specific evidence adduced by the Company as to the lack of a vacancy: Moore was engaged in the operation of serging backs of pants before the strike. Rutter testified that there were no new hires on this operation after the strike. When Moore was reinstated, she was put back on her old operation.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Moore was not questioned about her efforts to obtain interim employment.

Conclusions: As found above, having no vacancy for Moore in her old operation at the time of her application, the Company was obligated to transfer and retain Moore on a new operation. No willful loss of earnings has been proven. Orelia Moore is entitled to backpay as set forth in the Appendix at p. 199.

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[1] As amended at the hearing.

[2] No issue is raised in this proceeding about Moore's discharge.

J. *The not on strike payroll defense (Schedule 6(i))*

1. General discussion

The General Counsel contends in effect that the employees listed on Schedule 6(i) were no longer employed by it when the strike began and that hence it was not obligated to reinstate them. The disposition of this contention, of course, depends upon the facts of the individual cases. In considering these facts, the Examiner has taken the approach that the General Counsel has the burden of proof with respect to the establishment of the facts concerning the question of individual's status as an employee at the beginning of the strike. In two of the cases, the Examiner has found that the General Counsel has sustained his burden of proof, has failed to do so in one other case, and the case of the fourth employee in this category was dismissed on motion of the General Counsel.

2. The individual cases

204. EVANGELINE BROWN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-6-56 (Exh. C)	Begins 4-14-55
Reinstated	4-9-56	4-9-56	Ends 4-9-56

Evidence adduced by the parties concerning Brown's status as a strike: Brown appears on the Company's payroll for the period ending April 17, 1954, the last full payroll period before the strike. The payroll for the succeeding payroll period, that ending May 1, 1954, which includes the last two working days before the strike began, was not produced at the hearing. However, Rutter testified from production records before him that Brown had no earnings in the payroll period ending May 1, 1954, and that she earned but $2.59 in the payroll period ending April 17, 1954, which represented about 3 hours' work. Rutter further testified that there was nothing in Brown's personnel file to indicate the reason for her not having any earnings in the last 2 days before the strike, April 19 and 20.

Under examination by counsel for the Company, Brown testified as follows:

BY MR. READ:

Q According to the Company's records you did not work on the day immediately before the strike and the records indicate that you may have worked only a few hours in the entire month of April, the strike not starting until April 21st. I am wondering if having refreshed your recollection by telling you that you would agree that you did not work the day before the strike?

A I remember being sick and being out. I think I was out for about a week, and Johnny kept calling me back and calling me back and I went back before I was well enough to come back and I think that's how I had that relapse. I remember it was a Tuesday.

Q I see.

A And I broke down at my machine and he told me I could go home. I think I worked about a half day, sometime during the morning hours, and I promised him if I felt better that I'd come back the next day, but I knew they were supposed to have that strike the next day. I wasn't feeling any better so I still didn't come out.

Q How long had you been out?

A Well, I had been out before during my illness about a week that I remember.

Q Well, when you left on the day that you are referring to was it because you were ill?

A Yes, sir, that Tuesday. Yes, I was ill, because I promised Johnny I would come in that Monday. That Monday I made it but Tuesday I took sick.

Q This was before the strike?

A Uh-huh.

Q And you left before the strike because you were ill?

A Yes, uh-huh.

On her application for reinstatement filed with the Company on April 6, 1956, Brown gave as the reason for leaving the Company's employ the last time, "Illness."

In view of the inclusion of Brown's name on the April 17, 1954, payroll, the failure of the record to show Brown's termination as an employee prior to the strike, either voluntarily or involuntarily, and Brown's testimony that she worked at the plant the morning before the strike began, the Examiner finds that Brown was a striker. Even, if Brown were mistaken in her recollection as to when she worked a few hours and had to go home because she was sick and this actually occurred in the 2 weeks prior to April 17, 1955, the Examiner would nevertheless hold Brown entitled to the status of a striker since there is nothing in the record inconsistent with her continuing status as an employee on sick leave at the time the strike began.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Brown worked throughout the backpay period at Charity Hospital.

Conclusions: The Company's contention that Brown should not be regarded as a striker is rejected. No willful loss of earnings has been proven. Evangeline Brown is entitled to backpay as set forth in the Appendix at p. 183.

205. VERNA L. JOHNSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	7-7-54		No backpay
Reinstated	2-8-57		

Evidence adduced by the parties concerning Johnson's status as a striker: Johnson testified that before the strike she went into the office and told Rutter and Drake that she had to be off to go to the hospital to have some tests made on her throat and that the Company granted her a 2 weeks' leave of absence. Johnson further testified that after 2 weeks she went back and, finding the strike in progress, did not go in to work. Instead she started reporting to the strike headquarters mornings.

In support of its contention that Johnson was not a striker, the Company produced the following form, filled out almost entirely in Johnson's handwriting.

SEPARATION FORM

Employee No. 791 Date April 12, 1954

Name Verna L. Johnson

Social Security No. 438-40-9571

Address 1507 Delry Home Telephone No. Ca-7860

Reason Left Illness-Have to go to Hospital

Last Day Worked Friday April 9, 1954

Supervisor's Name John Drake

Operation Button stay Department Shirt

Appearing on the bottom of the form in Rutter's handwritting are "OK— EJR" and "turned in button," apparently in the personnel clerk's handwriting. The Company also introduced into evidence an absentee form concerning Verna Johnson in the personnel clerk's handwriting containing the following notation "quitting—today." The form is dated April 12, 1954. Johnson admittedly turned in her employees' button when she filled out the separation form. Based upon his examination of these records, Rutter testified that Johnson did not request a leave of absence, and that the standard procedure used when separating an employee from the Company's employ was used in Johnson's case.

Under all the circumstances, the Examiner concludes that the General Counsel has not established that Johnson was a striker whom the Company was obliged to reinstate. It is true, as the General Counsel and the Union point out, that the Company's policy is to be lenient about granting leaves of absence and that if the matter had been handled as a request for a leave of absence rather than a separation, such a request very likely would have been granted. But the Company's records persuade the Examiner that it was not so handled. Whether this resulted from a lack of knowledge on Johnson's part as to the Company's policy regarding leaves of absence or from a failure of communi-

cation between Johnson and the Company at the time of her separation, the Examiner cannot ascertain. These facts remain. On April 12, 1954, Johnson signed a separation form stating that she had left the Company's employ because of illness and that her "Last day worked" was April 9, 1954. On the same day Johnson turned in her employee's button. In the Examiner's opinion, these facts, when considered with Rutter's testimony that the Company's standard separation procedure was followed in Johnson's case, carry greater weight than Johnson's recollection almost 9 years later that she was granted a leave of absence due to illness.

Conclusions: Verna L. Johnson had been separated from the Company's employ prior to the strike. Hence the Company was under no obligation to reinstate her.

206. GERALDINE ROLLINS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-11-55 (U.)[1]	4-14-55 (R-220)	Begins 4-19-55
Reinstated	8-3-55	8-3-55	Ends 8-3-55

Evidence adduced by the parties concerning Rollins' status as a striker: The parties stipulated that Rollins' personnel file contains the original and duplicate of a letter addressed to Rollins granting her a leave of absence from March 19, 1954, to March 19, 1955. Rollins testified that she obtained a leave of absence because of pregnancy about 2 weeks before the strike was called.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Rollins was employed part time in a convalescent home during most of the backpay period. Regarding her other efforts to obtain work, Rollins testified that she applied unsuccessfully at various named sewing factories in 1955. However, Rollins was completely unable to recall whether or not these applications were made during the backpay period. There is on evidence that Rollins was not looking for other work during this period.

[1] Rollins was named in the Union's April 8, 1955, letter, which was received by the Company on April 11, 1955.

Conclusions: The Company's contention that Rollins should not be regarded as a strike is rejected. No willful loss of earnings has been proven. Geraldine Rollins is entitled to backpay as set forth in the Appendix at p. 203.

207. MARY LEE TAYLOR

The claim on behalf of Mary Lee Taylor was dismissed upon the motion of the General Counsel.

VI. Miscellaneous conclusions

A. *The arithmetical method of computation used in the Appendix*

The Board's original decision herein contained the usual provision for the computation of backpay on a calendar quarter basis. As indicated above, the Specification, presumably to simplify the tremendous task of preparing it, was not prepared on a strict calendar quarter basis, but utilized the system used by the Company in its records, which involves the use of "quarters" consisting of an even number of weeks ranging from 10 to 16 weeks. The use of this system occasionally works an injustice upon the employees. This occurs in the following way. For the most part of the source of interim earnings information is the Social Security records, which give earnings information by calendar quarters. In some instances, the employees' 13 weeks' interim earnings exceeded the gross backpay in a 10-or 12-week quarter. In this situation, under the method of computation used in the Specification, employees were entitled to no backpay during certain quarters, whereas they would be entitled to a small amount of backpay where 13 weeks' interim earnings were offset against the 13 weeks' gross backpay figure. Because of this fact and the further fact that the method of computation used in the Specification did not accord with the Board's Order, it has been necessary to recompute the quarterly totals in the Appendix, using the figures set forth in the Specification, but reallocating the quarterly totals on a strict 13 weeks' calendar quarter basis. The Appendix states the figures for each quarter in which any backpay is found to be due.

The omission of a quarter from the Appendix means that no backpay has been found to be due for that quarter.

In each of the gross backpay figures set forth in the Appendix the 6 percent deduction provided for in the Examiner's Preliminary Intermediate Report for the female operators in group 5 has been deducted (from both the gross bonus and gross wages figures).

The figure given in the Interim Earnings column in the Appendix represents net interim earnings, the employees' expenses having been deducted in those few cases where the General Counsel has established an allowable expense.

B. *Procedure with respect to deceased, incompetent, and missing employees*

Backpay owing to a deceased employee shall be paid to the estate of the deceased employee.

The Examiner has found that Johnnie Mae Keeler is entitled to backpay for the period from April 19, 1955, to August 4, 1955. As stated above, the parties stipulated that Keeler was in a mental institution at the time of the hearing. Keeler did not respond to a subpena mailed to her by the Company. For this reason the Company was unable to examine Keeler concerning her interim earnings and employment, in an effort to minimize its backpay obligation to her. The Specification reflects that Keller had a small amount of earnings in 1955-2, which indicates that she was seeking work, at least part of the backpay period. The Company wholly failed to substantiate its claim that its delay in reinstating Keeler was due to the lack of a vacancy on her operation.

Under all the circumstances, even though the Company has not had an opportunity to examine Keeler regarding her interim earnings and activities, the Examiner deems it appropriate to require that Keeler be made whole by paying her the sum set forth in the Appendix. In the event that Keeler has been adjudicated to be incompetent or insane, the sum due her shall be paid to her legal guardian, committee or other legal representative appointed by the Court to look after her interests. If not, the sum due her shall be paid directly to Keeler. In the event that there is a question concerning Keeler's status at the

time the Company offers to comply the sum due Keeler shall be paid in escrow to the Regional Director for the Fifteenth Region, to be paid out by him after he investigates and determines Keeler's status. The Regional Director, within 1 year after the issuance of the Board's decision in this matter, shall report to the Board and the parties the status of fund left in escrow with him for the benefit of Keeler.

With respect to Gloria Delpit and Kathleen Lodge, the two employees whom the Company attempted to reach with letters offering them reinstatement during the hearing, and whose letters were returned to the Company marked "Moved, left no address," the Company shall pay to the Regional Director for the Fifteenth Region in escrow the sums due them. In the event the Regional Director succeeds in locating these missing employees, he shall promptly inform the Company as to their addresses. The Company shall have the opportunity, if it requests such relief, to examine these missing employees, if necessary, in formal proceedings to be instituted by the Regional Director, as to their interim earnings and activities. The Regional Director shall make a determination whether any interim earnings or other amounts in excess of these shown in the Appendix, are revealed which are properly deductible from an employee's backpay award under existing Board precedent. Where so determined, the Regional Director shall make such deductions and return the amounts deducted to the Company. The Regional Director is further instructed to report to the Board when these matters have been finally resolved, and in any event no later than 1 year from the date of the Board's Decision in this matter, the status of these two cases at such time. In the event that Gloria Delpit, and Kathleen Lodge have not been located by the date the Regional Director's report is to be submitted to the Board, the sums of money held in escrow by the Regional Director for the benefit of Delpit and Lodge shall be returned to the Company. See *Mastro Plastics Corp.* 136 NLRB 1342, 1347-1348; *Brown & Root, Inc.* 132 NLRB 486, 497-498 (C.A. 8) enforced, 311 F.2d 447, 454-455 (C.A. 8). See also the Court's opinion in *Brown & Root* on motion for clarification of opinion rendered February 20, 1964, 55 LRRM 2520.

C. *Interest on backpay*

In view of the Board's policy now of granting interest on backpay, (*Isis Plumbing & Heating Co.*, 138 NLRB 716) the Examiner's Recommended Order will provide for the payment of simple interest at 6 percent on the backpay due for each quarter commencing with the date of this Decision. Compare *N.L.R.B.* v. *Adams Dairy, Inc.*, 322 F. 2d 553, 563 (C.A. 8), in which the Court included interest on the sums due, apparently from the beginning, in a case in which the Board had made no provision for interest (137 NLRB 815, 816, 827).

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in the case, and pursuant to Section 10(c) of the Act, the undersigned Trial Examiner hereby issues the following:

RECOMMENDED SUPPLEMENTAL ORDER

J. H. Rutter-Rex Manufacturing Company, Inc., its officers, agents, successors and assigns, shall be in the manner stated in the preceding section, pay to the employees named in the Appendix the total net backpay set forth following their names in the Appendix. Regarding those employees as to whom it has been found that the backpay period ends prior to the end of the second quarter of 1961, such payment shall be in full satisfaction of the Company's backpay obligations to them arising out of its unfair labor practices during the strike in 1954 and 1955 which were the subject matter of Case Nos. 15-CA-721 and 15-CA-723, 115 NLRB 388. As to those employees concerning whom it has been found that backpay is still accruing, payment of the sums set forth in the Appendix shall constitute satisfaction of the Company's financial obligation to these employees up to the end of the second quarter of 1961 only. As provided hereinabove, interest shall be added at the rate of 6 percent per annum beginning with the date this Decision issues.

Dated at Washington, D. C. JUN 2 1964.

s/ Owsley Vose
OWSLEY VOSE
Trial Examiner

APPENDIX

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
1. ALEXANDER, Estrella	1955-1		$269.37	$269.37	$217.99	$ 51.38
2. ALEXANDER, Iworner	1955-2		41.10	41.10		41.10
3. ALEXCEE (BURRELL) Irene						None
4. ALLEN Victoria	1955-2	23.61	327.63	351.24	171.19	180.05
	1955-3		370.24	370.24	294.32	75.92
	1955-4		403.29	403.29	302.67	100.62
	1956-1	15.65	406.27	421.92	53.06	368.86
	1956-2		436.14	436.14	52.00	84.14
	1957-1		438.26	438.26	251.57	186.69
	1957-2	26.69	429.26	455.95		455.95
	1957-3		406.50	406.50		406.50
	1958-2	25.17	412.57	437.74	247.92	189.82
	1958-3		228.78	228.78	227.51	1.27
	1959-2		472.85	472.85	452.40	20.45
	1959-4	18.17	433.96	452.13	411.15	40.98
	1960-1		470.56	470.56	354.00	116.56
	1960-2	30.77	478.94	509.71	408.47	101.24
	1961-1	25.40	429.74	455.14	398.76	56.38
						$2,685.43
5. ALONZO Caledonie	1955-2		82.88	82.88		82.88
6. ANDERSON, Beatrice						None
7. ANDERSON, Carrie	1955-2	23.61	268.80	292.41		292.41
	1955-3		45.72	45.72		45.72
						$338.13

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
8.						
ANDERSON, Dora	1955-2		70.99	70.99		70.99
						..
9.						
ANGRUM, Ida	1955-3		169.23	169.23	116.00	53.23
10.						
AUGUST (BROWN), Gloria	1955-2	23.61	320.05	343.66	11.81	331.85
11.						
AULTMAN, Clarinda	1955-2	23.61	327.63	351.24	254.20	97.04
	1955-3		82.18	82.18	45.10	37.08
						$134.12
12.						
BANKS (KENNEDY), Marion	1955-2	$23.61	$327.63	$351.24	$114.72	$236.52
	1955-3		370.24	370.24	239.25	130.99
	1955-4		403.29	403.29	296.10	107.19
	1956-1	15.65	406.27	421.92	302.15	119.77
	1956-2		436.14	436.14	267.61	168.53
	1956-3	27.18	383.65	410.83	373.50	37.33
	1957-1		438.26	438.26	298.36	139.90
						$940.23
13.						
BARNES (ROCHON), Sonora	1956-1	15.65	406.27	421.92	150.00	271.92
	1956-2		436.14	436.14	384.95	51.19
	1958-2	25.17	412.57	437.74	236.02	201.72
	1958-3		438.29	438.29	414.70	23.59
	1958-4		353.78	353.78	271.20	82.58
	1960-4		413.41	413.41	367.63	45.78
	1961-1	25.40	429.74	455.14	308.10	147.04
	1961-2	30.06	469.63	499.69	456.43	43.26
						$867.08
14.						
BENTLEY, Helen	1955-3		169.63	169.63	127.35	42.28

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
15.						
BERRY (PATTERSON) Ira	1955-2	23.61	366.84	390.45		390.45
	1955-3		228.43	228.43		228.43
						$618.88
16.						
BICKHAM, Amanda	1955-2	23.61	327.63	351.24	152.32	198.92
	1955-3		370.24	370.24	228.68	141.56
	1955-4		403.29	403.29	90.00	313.29
	1956-1	15.65	406.27	421.92	90.00	331.92
	1956-2		436.14	436.14	90.00	346.14
	1956-3	27.18	383.65	410.83	90.00	320.83
	1956-4	9.74	356.50	366.24	90.00	276.24
	1957-1		300.49	300.49	90.00	210.49
	1957-2	26.69	429.96	456.65	90.00	366.65
	1957-3		406.50	406.50	90.00	316.50
	1957-4		381.47	381.47	90.00	291.47
	1958-1	10.39	409.02	419.41	90.00	329.41
	1958-2	25.17	412.57	437.74	90.00	347.74
	1958-3		438.29	438.29	90.00	348.29
	1958-4		423.85	423.85	90.00	333.85
	1959-1	13.81	188.40	202.21	90.00	112.21
	1959-2		189.14	189.14	90.00	99.14
	1959-3	29.45	179.14	208.59	90.00	118.59
	1959-4	18.17	173.58	191.75	90.00	101.75
						$4,904.99
17.						
BOWLES, Doris	1955-2	$23.61	$327.63	$351.24	$ 48.29	$302.95
	1955-3		151.48	151.48	111.78	39.70
	1955-4		403.29	403.29	161.46	241.83
	1956-1	15.65	406.27	421.92	161.46	260.46
	1956-2		436.14	436.14	161.46	274.68
	1956-3	27.18	383.65	410.83	161.46	249.37
	1956-4	9.74	356.50	366.24	192.62	173.62
	1957-2	26.69	429.96	456.65	263.00	193.65
	1957-3		406.50	406.50	323.50	83.00
	1957-4		381.47	381.47	184.06	197.41
	1958-1	10.39	409.02	419.41	289.89	129.52
	1958-2	25.17	412.57	437.74	340.93	96.81
	1958-4		423.85	423.85	313.80	110.05
	1959-1	13.81	470.99	484.80	396.25	88.55
	1959-2		105.12	105.12	73.25	31.87
						$2,473.47

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
18.						
BOZONIER, Marguerite	1955-2	23.61	327.63	351.24		351.24
	1955-3		370.24	370.24	246.44	123.80
	1955-4		403.29	403.29	390.00	13.29
	1956-3	27.18	104.02	131.20		131.20
	1956-4	9.74	356.50	366.24		366.24
	1957-1		438.26	438.26		438.26
	1957-2	26.69	429.96	456.65		456.65
	1957-3		406.50	406.50		406.50
	1957-4		381.47	381.47		381.47
	1958-1	10.39	409.02	419.41	139.02	280.39
						$2,948.94
19.						
BREAUD, Leonce	1955-2	11.11	572.03	583.14	449.46	133.68
	1956-1		717.90	717.90	361.05	356.85
	1956-3	17.96	683.15	701.11	588.50	112.61
	1958-3		712.03	712.03	648.00	64.03
						$667.17
20.						
BRIMMER, Bell	1955-2		170.06	170.06		170.06
21.						
BROOKS, Millie	1955-2	23.61	327.63	351.24		351.24
	1955-3		82.18	82.18	9.00	73.18
						$424.42
22.						
BROWN (HARRIS) Bessie	1955-2	23.61	327.63	351.24	285.00	66.24
23.						
BROWN, Evera						None
24.						
BROWN, Evangeline	1955-2	$23.61	$327.63	$351.24	$203.00	$148.24
	1955-3		370.24	370.24	300.00	70.24
	1955-4		403.29	403.29	300.00	103.29
	1956-1	15.65	406.27	421.92	300.00	121.92
	1956-2		34.15	34.15	23.07	11.08
						$454.77

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
25.						
BROWN, Idele	1955-2	23.61	327.63	351.24	81.39	269.85
	1955-3		76.27	76.27	17.80	58.47
						$328.32
26.						
BROWN, Marguerite	1955-2	23.61	327.63	351.24	142.12	209.12
	1955-3		41.83	41.83	40.65	1.18
						$210.30
27.						
BRUMFIELD, Ruth	1955-2	23.61	327.63	351.24	120.00	231.24
	1955-3		370.24	370.24	195.00	175.24
	1955-4		403.29	403.29	195.00	208.29
	1956-1	15.65	406.27	421.92	195.00	226.92
	1956-2		436.14	436.14	195.00	241.14
	1956-3	27.18	249.02	276.20	150.00	126.20
	1956-4	9.74	356.50	366.24	195.00	171.24
	1957-1		438.26	438.26	357.50	80.76
	1957-2	26.69	429.96	456.65	220.00	236.65
	1957-3		406.50	406.50	195.00	211.50
	1957-4		381.47	381.47	195.00	186.47
	1958-1	10.39	409.02	419.41	195.00	224.41
	1958-2	25.17	412.57	437.74	195.00	242.74
	1958-3		438.29	438.29	195.00	243.29
	1958-4		423.85	423.85	195.00	228.85
	1959-1	13.81	470.99	484.80	195.00	289.80
	1959-2		472.85	472.85	195.00	277.85
						$3,602.59
28.						
BRYANT, Miriam	1955-2		29.73	29.73	21.43	8.30
29.						
BURKHALTER, Ola Mae	1955-2		59.03	59.03		59.03
30.						
BURNS, Elizabeth	1955-2	23.61	327.63	351.24	92.00	259.24
	1955-3		22.27	22.27	8.00	14.27
						$273.51

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
31.						
BURNS, Hazel	1955-4	$	$316.72	$316.72	$202.50	$114.22
	1956-1	15.65	406.27	21.92	263.25	158.67
	1956-2		309.69	309.69	182.25	127.44
	1956-4	9.74	356.50	366.24		366.24
	1957-2	26.69	429.36	456.05	108.00	348.05
	1957-3		338.95	338.95	1.00	337.95
	1957-4		381.47	381.47	341.50	39.97
	1958-1	10.39	409.02	419.41	234.75	184.66
	1958-2	25.17	77.45	102.62	55.25	47.37
	1959-3	29.45	447.86	477.31	439.13	38.18
	1959-4	18.17	433.96	452.13	403.88	48.25
	1960-1		470.56	470.56	185.75	284.81
	1960-2	30.77	478.94	509.71	320.50	189.21
	1960-3		428.05	428.05	307.00	121.05
	1960-4		148.20	148.20	111.25	36.95
						$2,443.02
32.						
CAMPBELL, Rose	1956-1	15.65	67.94	83.59	6.00	77.59
			68.29	68.29	8.32	59.97
						$137.56
33.						
CARR, Katie Ruth	1955-2	23.61	327.63	351.24	268.02	83.22
	1955-3		76.27	76.27	62.69	13.58
						$96.80
34.						
CARTER, Mary	1955-2		17.94	17.94		17.94
35.						
CERF, Raymond						None
36.						
CHERI, Miriam	1955-2	23.61	215.02	238.63		283.63
	1955-4		403.29	403.29	390.94	12.35
	1956-1	15.65	406.27	421.92	420.61	1.31
	1956-3	27.18	383.65	410.83	382.75	28.08
	1958-3		438.29	438.29	375.13	63.16
	1959-1	13.81	470.99	484.80	454.38	30.42
	1959-3	29.45	447.86	477.31	441.25	36.06

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1959-4		433.96	433.96	432.50	1.46
	1960-1		182.82	182.82	154.36	28.46
	1960-2	30.77	478.94	509.71	335.51	174.20
	1960-4		444.61	444.61	431.08	13.53
	1961-1	25.40	429.74	455.14	436.44	18.70
	1961-2	30.06	469.63	499.69	478.86	20.83
						$667.19
37.						
CLAY, Helen	1955-2	23.61	327.63	351.24	196.33	154.91
38.						
CLEMENTS, Lillie	1955-2	23.61	327.63	351.24		351.24
	1955-3		370.24	370.24		370.24
	1955-4		403.29	403.29		403.29
	1956-1	15.65	392.68	408.33		408.33
						$1,533.10
39.						
COASTON, Lucille	1955-2	23.61	327.63	351.24	253.80	97.44
	1955-3		15.16	15.16		15.16
						$112.60
40.						
COLEMAN (WOODS),	1955-2	23.61	262.62	286.23	190.14	96.09
	1955-3		189.14	189.14	121.00	68.14
Wilhelmina						$164.23
41.						
COLUMBUS, Juanita	1955-2	23.61	327.63	351.24	342.92	8.32
42.						
COOPER (LEE),	1955-2	23.61	327.63	351.24		351.24
	1955-3		370.24	370.24	77.97	292.27
Bessie	1955-4		61.20	61.20	33.90	27.30
	1956-1	15.65	351.86	367.51	186.45	181.06
	1956-2		436.14	436.14	220.35	215.79
	1956-3	27.18	383.65	410.83	220.35	190.48
	1956-4	9.74	356.50	366.24	220.35	145.89
	1957-1		438.26	438.26	220.35	217.91
	1957-2	26.69	429.36	456.05	220.35	235.70
	1957-3		406.50	406.50	220.35	186.15

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1957-4		381.47	381.47	220.35	161.12
	1958-1	10.39	409.02	419.41	220.35	199.06
	1958-2	25.17	412.57	437.74	220.35	217.39
	1958-3		438.29	438.29	214.95	223.34
	1959-1	13.81	470.99	484.80	417.31	67.49
	1959-3	29.45	447.86	477.31	475.16	2.15
	1959-4	18.17	433.96	452.13	399.96	52.17
	1960-1		470.56	470.56	411.74	58.82
	1960-4		444.61	444.61	210.31	234.30
	1961-1	25.40	429.74	455.14	210.31	244.83
	1961-2	30.06	469.63	499.69	210.31	289.38
						$3,793.84
43.						
CORNISH (DAVIS), Estelle	1955-4		403.29	403.29	225.00	178.29
	1956-1	15.65	406.27	421.92	325.00	96.92
	1956-2		144.25	144.25	100.00	44.25
	1956-4	9.74	356.50	366.24		366.24
	1958-2	25.17	412.57	437.74		437.74
	1958-3		438.29	438.29		438.29
	1958-4		423.85	423.85		423.85
	1959-1	13.81	183.12	196.93		196.93
						$2,192.51
44.						
COSTON (PICKENS), Ethel	1955-2	$	$158.74	$158.74	$128.06	$ 30.68
45.						
COURSEAULT (MERCADEL), Shirley	1955-2		113.27	113.27	102.96	10.31
46.						
CRAWFORD, Shirley						None
47.						
CROPPER, Clara	1955-2		41.10	41.10		41.10
48.						
DANDRIDGE, Dorothy						None

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
49. DARENSBOURG, Irma	1955-3		242.32	242.32	201.65	40.67
50. DAVIS, Elvera	1955-2	23.61	327.63	351.24	7.88	343.36
	1955-3		57.94	57.94	46.69	11.25
						$354.61
51. DAVIS (DERUISA), Georgiana	1955-2	23.61	134.27	157.88		157.88
	1959-3	29.45	447.86	477.31	41.60	435.71
	1959-4		433.96	433.96	164.92	269.04
						$862.63
52. DAVIS, Lenora	1955-1		35.47	35.47		35.47
	1955-2	23.61	372.44	396.05	371.09	24.96
	1956-1	15.65	406.27	421.92	420.65	1.27
	1960-1		470.56	470.56	468.38	2.18
						$63.88
53. DAVIS (MATTHEWS), Thelma	1955-2		209.44	209.44		209.44
54. DELPIT, Gloria	1955-2	23.61	327.63	351.24	189.54	161.70
	1955-3		370.24	370.24	88.25	281.99
	1955-4		403.29	403.29	240.00	163.29
	1956-1	15.65	406.27	421.92	240.00	181.92
	1956-2		436.14	436.14	16.70	196.14
	1956-4	9.74	356.50	366.24	189.04	177.20
	1957-1		438.26	438.26	101.23	337.03
	1957-3		406.50	406.50	318.00	88.50
	1957-4		69.38	69.38	60.60	8.78
	1959-4		37.31	37.31	26.41	10.90
	1960-1		106.92	106.92	39.61	64.31
						$1,898.06

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
55.						
DELPIT,	1955-2	$23.61	$327.63	$351.24	$132.00	$219.24
Matilda	1955-3		179.01	179.01	148.00	31.01
						$250.25
56.						
DENLEY	1955-3		240.77	240.77		240.77
(GABRIEL)	1956-2		436.14	436.14	405.04	31.10
Alice	1956-3	27.18	383.65	410.83	164.90	245.93
	1956-4	9.74	356.50	366.24	296.80	69.44
	1957-2	26.69	429.96	456.65	430.30	26.35
	1959-2		472.85	472.85	417.20	55.65
	1960-2	30.77	478.94	509.71	234.94	274.77
	1960-3		428.05	428.05		428.05
	1960-4		168.52	168.52	40.00	128.52
	1961-2	30.06	138.31	168.37	160.00	8.37
						$1,508.95
57.						
DIXON,	1956-1	15.65	406.27	421.92	276.76	145.16
Gloria	1956-2		436.14	436.14	415.62	20.52
	1957-2	26.69	429.96	456.65	450.00	6.65
	1957-3		406.50	406.50	380.77	25.73
	1959-1	13.81	470.99	484.80	443.10	41.70
	1959-3	29.45	447.86	477.31	443.10	34.21
	1961-2	30.06	469.63	499.69	470.76	28.93
						$302.90
58.						
DRAKE,			41.10	41.10		41.10
Elizabeth						
59.						
DUCKETT,	1955-2	23.61	327.63	351.24	83.00	268.24
Norma	1955-3		117.65	117.65		117.65
						$385.89
60.						
DUFAUCHARD,	1955-2		47.83	47.83		47.83
Arthemise						
61.						
DUNN,	1955-3		300.08	300.08		300.08
Stella						

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
62.						
EDDINGTON, Isabella	1955-2		41.10	41.10		41.10
63.						
EDGERSON, Shirley	1955-1		339.46	339.46	218.64	120.82
	1955-2	23.61	372.44	396.05	173.76	222.29
	1955-3		370.24	370.24	202.20	168.04
	1955-4		403.29	403.29	384.37	18.92
	1956-1	15.65	406.27	421.92		421.92
	1956-2		436.14	436.14		436.14
	1956-3	27.18	383.65	410.83	28.75	382.08
	1957-1		438.26	438.26	422.39	15.87
	1957-2	26.69	429.96	456.65	66.97	389.68
	1957-3		406.50	406.50		406.50
	1957-4		381.47	381.47	210.00	171.47
63. (Continued)						
EDGERSON, Shirley	1958-1	$10.39	$409.02	$419.41	$390.00	$ 29.41
	1958-2	25.17	412.57	437.74	390.00	47.74
	1958-3		438.29	438.29	390.00	48.29
	1958-4		423.85	423.85	390.00	33.85
	1959-1	13.81	470.99	484.80	390.00	94.80
	1959-2		472.85	472.85	390.00	82.85
	1959-3	29.45	447.86	477.31	390.00	87.31
	1959-4	18.17	433.96	452.13	420.00	32.13
	1960-1		470.56	470.56	360.00	110.56
	1960-2	30.77	478.94	509.71	390.00	119.71
	1960-3		428.05	428.05	390.00	38.05
	1960-4		444.61	444.61	330.50	114.11
	1961-1	25.40	318.72	344.12	225.00	119.12
						$3,711.66
64.						
EVANS, Alice	1955-2	23.61	327.63	351.24	66.50	284.74
65.						
FARRIA, Vivian	1955-2		18.48	18.48		18.48
	1955-3		54.14	54.14		54.14
						$72.62
66.						
FERGUSON, Pearl	1955-2	23.61	262.62	286.23	154.76	131.47
	1955-3		135.38	135.38	20.00	115.38
						$246.85

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
67.						
FERNANDEZ, Minnie	1955-2	23.61	327.63	351.24	25.12	326.12
	1955-3		372.44	372.44	84.08	288.36
	1955-4		403.29	403.29	219.32	183.97
	1956-1	15.65	406.27	421.92	360.01	61.91
	1956-3	27.18	383.65	410.83	257.30	153.53
	1956-4	9.74	356.50	366.24	343.60	22.64
	1957-1		438.26	438.26	365.50	72.76
	1957-4		381.47	381.47	135.60	245.87
	1958-1	10.39	409.02	419.41	317.50	101.91
	1958-2	25.17	412.57	437.74	396.50	41.24
	1958-4		314.40	314.40	270.30	44.10
	1959-2		472.85	472.85	262.58	210.27
	1959-3	29.45	447.86	477.31	262.25	215.06
	1959-4		433.96	433.96	409.98	23.98
	1960-1		470.56	470.56	449.00	21.56
	1960-2	30.77	478.94	509.71	304.30	205.41
						$2,218.69
68.						
FONTENBERRY, Cleo	1955-4		30.36	30.36	21.93	8.43
69.						
FOREMAN (ASKINS), Ethel	1955-3	$	$318.41	$318.41	$210.00	$108.41
	1955-4		403.29	403.29	219.00	184.29
	1956-1	15.65	406.27	421.92	234.00	187.92
	1956-2		436.14	436.14	244.00	192.14
	1956-3	27.18	383.65	410.83	280.00	130.83
	1956-4	9.74	356.50	366.24	240.00	126.24
	1957-1		438.26	438.26	280.00	158.26
	1957-2	26.69	429.96	456.65	281.85	174.80
	1957-3		406.50	406.50	325.00	81.50
	1957-4		381.47	381.47	350.00	31.47
	1958-1	10.39	409.02	419.41	300.00	119.41
	1958-2	25.17	412.57	437.74	351.00	86.74
	1958-3		438.29	438.29	325.00	113.29
	1958-4		423.85	423.85	350.00	73.85
	1959-1	13.81	470.99	484.80	300.00	184.80
	1959-2		472.85	472.85	350.00	122.85
	1959-3	29.45	447.86	477.31	325.00	152.31
	1959-4	18.17	433.96	452.13	325.00	127.13
	1960-1		470.56	470.56	325.00	145.56
	1960-2	30.77	478.94	509.71	325.00	184.71

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1960-3		428.05	428.05	325.00	103.05
	1960-4		444.61	444.61	325.00	119.61
	1961-1	25.40	429.74	455.14	325.00	130.14
	1961-2	30.06	469.63	499.69	325.00	174.69
						$3,214.00
70.						
FOUNTAIN, Genever	1955-2		70.99	70.99		70.99
71.						
FRANCIS, Edna	1957-4		381.47	381.47	260.00	121.47
	1958-1	10.39	409.02	419.41	260.00	159.41
	1958-2	25.17	205.20	230.37	140.00	90.37
	1959-2		292.12	292.12	72.00	220.12
	1959-3	29.45	447.86	477.31	131.60	345.71
	1959-4	18.17	433.96	452.13	117.00	335.13
	1960-1		470.56	470.56	117.00	353.56
	1960-2		478.94	478.94	117.00	361.94
	1960-3		428.05	428.05	257.51	170.54
	1960-4		444.61	444.61	391.31	53.30
	1961-2	30.06	469.63	499.69	443.94	55.75
						$2,267.30
72.						
FRANKLIN, Zearlee	1955-2		130.45	130.45		130.45
73.						
FULTON, Vera	1955-2	23.61	310.45	334.06	97.02	237.04
	1955-3		370.24	370.24	45.50	324.74
	1955-4		403.29	403.29	227.50	175.79
	1956-1	15.65	406.27	421.92	229.75	192.17
	1956-2		436.14	436.14	192.50	243.64
	1956-3	27.18	383.65	410.83	69.90	340.93
	1956-4	9.74	356.50	366.24	299.00	67.24
	1957-1		438.26	438.26	340.50	97.76
	1957-2	26.69	429.96	456.65	291.50	165.15
73. (Continued)						
FULTON, Vera	1957-3	$	$406.50	$406.50	$ 31.20	$375.30
	1957-4		381.47	381.47	338.00	43.47
	1958-1	10.39	409.02	419.41	338.00	81.41
	1958-2	25.17	412.57	437.74	286.00	151.74
	1958-3		438.29	438.29	72.80	365.49
	1958-4		423.85	423.85	364.00	59.85
	1959-1	13.81	470.99	484.80	312.00	172.80

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1959-2		472.85	472.85	280.80	192.05
	1959-3	29.45	447.86	477.31	61.60	415.71
	1959-4	18.17	433.96	452.13	392.00	60.13
	1960-1		470.56	470.56	336.00	134.56
	1960-2	30.77	478.94	509.71	348.00	161.71
	1960-3		428.05	428.05	87.00	341.05
	1960-4		444.61	444.61	333.00	111.61
	1961-2	30.06	469.63	499.69	333.00	166.69
						$4,678.03
74.						
GABRIEL, Geneva	1955-2	23.61	327.63	351.24		351.24
	1955-3		76.27	76.27	68.82	7.45
						$358.69
75.						
GAMBLE, Indiana Plummer	1955-2	23.61	327.63	351.24	228.00	123.24
	1955-3		370.24	370.24	260.00	110.24
	1955-4		403.29	403.29	260.00	143.29
	1956-1	15.65	406.27	421.92	260.00	161.92
	1956-2		436.14	436.14	260.00	176.14
	1956-3	27.18	383.65	410.83	260.00	150.83
	1956-4	9.74	356.50	366.24	260.00	106.24
	1957-1		438.26	438.26	260.00	178.26
	1957-2	26.69	429.96	456.65	260.00	196.65
	1957-3		406.50	406.50	260.00	146.50
	1957-4		381.47	381.47	260.00	121.47
	1958-1	10.39	409.02	419.41	260.00	159.41
	1958-2	25.17	412.57	437.74	260.00	177.74
	1958-3		438.29	438.29	260.00	178.29
	1958-4		423.85	423.85	260.00	163.85
	1959-1	13.81	470.99	484.80	260.00	224.80
	1959-2		472.85	472.85	260.00	212.85
	1959-3	29.45	447.86	477.31	260.00	217.31
	1959-4	18.17	433.96	452.13	260.00	192.13
	1960-1		470.56	470.56	260.00	210.56
	1960-2	30.77	478.94	509.71	260.00	249.71
	1960-3		428.05	428.05	260.00	168.05
	1960-4		444.61	444.61	260.00	184.61
	1961-1	25.40	429.74	455.14	260.00	195.14
	1961-2	30.06	469.63	499.69	260.00	239.69
						$4,388.92

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
76.						
GANT (WARD) Mary		$ 23.61	$137.76	$161.37	$ 88.00	$ 73.37
77.						
GIVENS, Catherine	1955-2		135.42	135.42		135.42
78.						
GREEN, Dorothy	1955-2	23.61	327.63	351.24		351.24
	1955-3		370.24	370.24		370.24
	1955-4		403.29	403.29		403.29
	1956-1	15.65	406.27	421.92		421.92
	1956-2		436.14	436.14		436.14
	1956-3	27.18	383.65	410.83		410.83
	1956-4		253.48	253.48		253.48
						$2,647.14
79.						
GREEN (HILLIARD), Genevieve	1956-2		144.25	144.25	65.00	79.25
80.						
GREEN, Herise	1955-2		281.41	281.41	89.07	192.34
81.						
GREEN, Jimmie Lou	1955-2	23.61	327.63	351.24	233.75	117.49
	1955-3		370.24	370.24	143.00	227.24
	1955-4		403.29	403.29	325.00	78.29
	1956-1	15.65	406.27	421.92	325.00	96.92
	1956-2		436.14	436.14	325.00	111.14
	1956-3		383.65	383.65	325.00	58.65
	1956-4	9.74	356.50	366.24	325.00	41.24
	1957-1		292.68	292.68	220.00	72.68
	1957-3		128.03	128.03	100.00	28.03
	1957-4		381.47	381.47	325.00	56.47
	1958-1	10.39	409.02	419.41	325.00	94.41
	1958-2	25.17	412.57	437.74	325.00	112.74
	1958-3		438.29	438.29	325.00	113.29
	1958-4		423.85	423.85	325.00	98.85
	1959-1	13.81	470.99	484.80	325.00	159.80
	1959-2		472.85	472.85	325.00	147.85
	1959-3	29.45	447.86	477.31	325.00	152.31

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1959-4	18.17	433.96	452.13	325.00	127.13
	1960-1		470.56	470.56	325.00	145.56
	1960-2	30.77	478.94	509.71	325.00	184.71
	1960-3		428.05	428.05	325.00	103.05
	1960-4		444.61	444.61	325.00	119.61
	1961-1	25.40	429.74	455.14	325.00	130.14
	1961-2	30.06	469.63	499.69	300.00	199.69
						$2,777.29
82. GREEN, Louise	1955-2		59.03	59.03		59.03
83. GRIFFIN, Audrey						None
84. GRIFFIN, Ethel	1955-2	$	$ 47.07	$ 47.07	$	$ 47.07
85. GRIFFIN, Joyce	1955-2		135.58	135.58	127.07	8.51
86. GUIDRY, Mary	1955-2	23.61	327.63	351.24	6.50	344.74
	1955-3		218.72	218.72		218.72
						$563.46
87. HALL, Catherine	1955-2		152.33	152.33		152.33
88. HAMILTON, Veoila Gibson	1955-2		70.99	70.99		70.99
89. HARRIS, Fred	1955-2		184.85	184.85	66.00	118.85

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
90.						
HAYNES (GALE), Gustavia	1955-2	23.61	138.08	161.69	20.00	141.69
	1955-3		370.24	370.24	120.00	250.24
	1955-4		403.29	403.29	166.00	237.29
	1956-1	15.65	406.27	421.92	403.83	18.09
	1956-2		436.14	436.14	136.86	299.28
	1957-1		438.26	438.26	405.75	32.51
	1958-1	10.39	409.02	419.41	303.77	115.64
	1958-2	25.17	412.57	437.74		437.74
	1958-3		438.29	438.29	335.67	102.62
	1958-4		423.85	423.85	277.26	146.59
	1959-2		472.85	472.85	333.96	138.89
	1960-1		470.56	470.56	335.80	134.76
	1960-2	30.77	478.94	509.71	404.40	105.31
	1960-4		444.61	444.61	230.77	213.84
	1961-1	25.40	429.74	455.14	207.04	248.10
	1961-2	30.06	469.63	499.69	300.19	199.50
						$2,822.09
91.						
HAYNES, Ida	1955-3		370.24	370.24	102.65	267.59
	1955-4		403.29	403.29	92.27	311.02
	1956-1	15.65	406.27	421.92	154.55	267.37
	1956-2		436.14	436.14	113.03	323.11
	1956-3	27.18	383.65	410.83	133.79	277.04
	1956-4	9.74	356.50	366.24	113.03	253.21
	1957-1		438.26	438.26	123.41	314.85
	1957-2	26.69	429.36	456.05	113.03	343.02
	1957-3		406.50	406.50	133.79	272.71
	1957-4		234.86	234.86	72.66	162.20
	1958-2	25.17	272.65	297.82	87.19	210.63
	1958-3		438.29	438.29	124.56	313.73
	1958-4		423.85	423.85	124.56	299.29
	1959-1	13.81	470.99	484.80	166.08	318.72
	1959-2		472.85	472.85	124.56	348.29
	1959-3	29.45	447.86	477.31	145.32	331.99
	1959-4	18.17	433.96	452.13	103.80	348.33
	1960-1		470.56	470.56	166.08	304.48
91. (Continued)						
HAYNES, Ida	1960-2	$30.77	$478.94	$509.71	$124.56	$385.15
	1960-3		428.05	428.05	145.32	282.73
	1960-4		444.61	444.61	124.56	320.05
	1961-1	25.40	429.74	455.14	124.56	330.58
	1961-2	30.06	469.63	499.69	145.32	354.37
						$6,940.46

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
92.						
HEAD, Marguerite	1955-2		130.45	130.45		130.45
93.						
HENDERSON, Victoria	1955-2	23.61	310.45	334.06	130.51	203.55
	1956-3	27.18	383.65	410.83	386.50	24.33
	1957-1		438.26	438.26	415.25	23.01
	1957-2	26.69	429.96	456.65	396.50	60.15
	1957-3		406.50	406.50	169.25	237.25
	1958-3		438.29	438.29	173.00	265.29
	1958-4		423.85	423.85	116.00	307.85
	1959-1	13.81	470.99	484.80	425.00	59.80
	1960-1		470.56	470.56	383.70	86.86
	1960-2	30.77	478.94	509.71	209.75	299.96
	1960-3		428.05	428.05	384.25	43.80
	1960-4		444.61	444.61	434.78	9.83
	1961-1	25.40	429.74	455.14	307.72	147.42
	1961-2	30.06	469.63	499.69		499.69
						$2,268.79
94.						
HICKS, Rose Marie	1955-2	23.61	327.63	351.24		351.24
	1955-3		370.24	370.24		370.24
	1955-4		403.29	403.29		403.29
	1956-1	15.65	406.27	421.92	121.78	300.14
	1956-2		436.14	436.14	399.70	36.44
	1956-3	27.18	383.65	410.83	330.10	80.73
	1956-4	9.69	356.50	366.19	332.95	33.24
	1957-1		438.26	438.26	351.52	86.74
	1957-2	26.69	429.96	456.65	447.10	9.55
	1957-4		381.47	381.47	97.60	283.87
	1958-1	10.39	409.02	419.41	338.50	80.91
	1958-2	25.17	412.57	437.74	348.30	89.44
	1958-4		423.85	423.85	284.85	139.00
	1959-1	13.81	470.99	484.80	47.00	437.80
	1959-2		472.85	472.85	39.00	433.85
	1959-3	29.45	447.86	477.31	473.80	3.51
	1960-2	30.77	478.94	509.71	490.63	19.08
	1960-3		428.05	428.05	420.29	7.76
	1960-4		444.61	444.61	423.88	20.73
	1961-1	25.40	429.74	455.14	341.38	113.76
	1962-2	30.06	469.63	499.69	245.26	254.43
						$3,555.75

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
95. HILL, Bertha						None
96. HOLDEN, Helen						None
97. HOLLINGSHED, Gennie						None
98. HUBBARD, Ruth	1955-2	$23.61	$327.63	$351.24	$224.00	$127.24
	1955-3		370.24	370.24	260.00	110.24
	1955-4		403.29	403.29	260.00	143.29
						$380.77
99. HUGHES (JOHNSON) Ninnie	1955-2	23.61	327.63	351.24	302.70	48.54
100. JACKSON, Eleanora	1955-2	23.61	327.63	351.24	33.00	318.24
	1955-3		165.25	165.25	24.00	141.25
						$459.49
101. JACKSON, Louise	1955-2	23.61	250.69	274.30		274.30
	1955-3		370.24	370.24	220.00	150.24
	1955-4		403.29	403.29	294.00	109.29
	1956-1	15.65	406.27	421.92	273.00	148.92
	1956-2		436.14	436.14	273.00	163.14
	1956-3	27.18	383.65	410.83	273.00	137.83
	1956-4	9.74	356.50	366.24	280.00	86.24
	1957-1		438.26	438.26	338.00	100.26
	1957-2	26.69	429.96	456.65	338.00	118.65
	1957-3		406.50	406.50	325.00	81.50
	1957-4		381.47	381.47	338.00	43.47
	1958-1	10.39	409.02	419.41	338.00	81.41
	1958-2		412.57	412.57	338.00	74.59
	1958-3		438.29	438.29	338.00	100.29
	1958-4		423.85	423.85	338.00	85.85
	1959-1	13.81	470.99	484.80	338.00	146.80

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1959-2		472.85	472.85	338.00	134.85
	1959-3	29.45	447.86	477.31	156.00	321.31
	1959-4	18.17	433.96	452.13	338.00	114.13
	1960-1		470.56	470.56	338.00	132.56
	1960-2	30.77	478.94	509.71	338.00	171.71
	1960-3		428.05	428.05	338.00	90.05
	1960-4		444.61	444.61	338.00	106.61
	1961-1	25.40	429.71	455.11	338.00	117.11
	1961-2	30.06	469.63	499.69	338.00	161.69
						$3,252.78
102.						
JEFF	1956-1		261.31	261.31	72.00	189.31
(CLARK),	1956-2		436.14	436.14	300.00	136.14
Catherine	1956-4	9.74	356.50	366.24	204.00	162.24
	1957-1		438.26	438.26	245.50	192.76
	1958-1	10.39	409.02	419.41	204.00	215.41
	1958-2	25.17	412.57	437.74	9.00	428.74
	1958-3		438.29	438.29	107.50	330.79
102. (Continued)						
JEFF	1958-4	$	$423.85	$423.85	$222.55	$201.30
(CLARK),	1959-1	13.81	470.99	484.80	236.50	248.30
Catherine	1959-2		293.31	293.31	154.80	138.51
	1959-4	18.17	325.17	343.34		343.34
	1960-1		470.56	470.56		470.56
	1960-2	30.77	478.94	509.71		509.71
	1960-3		428.05	428.05	73.10	354.95
	1960-4		444.61	444.61	233.75	210.86
	1961-1	25.40	429.74	455.14	253.70	201.44
	1961-2	30.06	469.63	499.69	150.86	348.83
						$4,683.19
103.						
JOHNSON,	1954-3		122.23	122.23		122.23
Eunice	1955-2	23.61	372.44	396.05	110.00	286.05
	1955-3		370.24	370.24	347.50	22.74
	1955-4		403.29	403.29	275.00	128.29
	1956-2		436.14	436.14	330.00	106.14
	1956-4	9.74	356.50	366.24	330.00	36.24
	1957-1		438.26	438.26	104.00	334.26
	1957-4		381.47	381.47	252.00	129.47
	1958-1	10.39	409.02	419.41	78.00	341.41
	1958-2	25.17	412.57	437.74	84.00	353.74
	1958-3		438.29	438.29	97.00	341.29
	1958-4		423.85	423.85	299.05	124.80
	1959-1	13.81	470.99	484.80	130.48	354.32

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1959-2		472.85	472.85	4.00	468.85
	1959-4	18.17	433.96	452.13		452.13
	1960-2	30.77	478.94	509.71	25.00	484.71
	1960-4		444.61	444.61	100.00	344.61
	1961-1	25.40	429.74	455.14		455.14
	1961-2	30.06	469.63	499.69		499.69
						$5,386.11
104. JOHNSON, Louella	1955-2	23.61	264.91	288.52	225.00	63.52
	1955-3		117.65	117.65	109.45	8.20
						$71.72
105. JOHNSON, Maybelle						None
106. JOHNSON, Olivia	1955-2		80.68	80.68		80.68
107. JOHNSON, Verna						None
108. JOHNSON, Virginia	1955-2	23.61	327.63	351.24		351.24
	1955-3		129.47	129.47		129.47
						$480.71
109. JOLLY (CAHN), Ruth	1955-4		185.99	185.99	180.00	5.99
	1956-1	15.65	406.27	421.92	390.00	31.92
	1956-2		436.14	436.14	390.00	46.14
						$84.05
110. JONES, Edna	1955-2	$	$ 59.03	$ 59.03	$	$ 59.03
111. JONES (TAYLOR), Shirley	1955-2	23.61	310.45	334.06	270.00	64.06

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
112.						
JOSHUA, Olivia	1955-2		76.93	76.93		76.93
113.						
KEELER, Johnnie Mae	1955-2	23.61	310.45	334.06	36.55	297.51
	1955-3		123.56	123.56		123.56
						$421.07
114.						
KELLY, Dorothy	1955-2		59.17	59.17	56.00	3.17
115.						
KIMBLE, Alnetta	1955-2	23.61	57.43	81.04		81.04
116.						
LANDRY, Lela Mae Coston	1955-2	25.12	327.63	352.75	229.50	123.25
	1955-3		370.24	370.24	274.50	95.74
	1955-4		403.29	403.29	274.50	128.79
	1956-1	15.65	406.27	421.92	286.09	135.83
	1956-2		436.14	436.14	289.50	146.64
	1956-3	27.18	383.65	410.83	302.00	108.83
	1956-4	9.74	356.50	366.24	304.50	61.74
	1957-1		438.26	438.26	304.50	133.76
	1958-2	25.17	412.57	437.74	300.18	137.56
	1958-3		438.29	438.29	393.50	44.79
	1959-1	13.81	470.99	484.80	416.07	68.73
	1959-3	29.45	223.93	253.38	209.94	43.44
	1959-4	18.17	433.96	452.13	395.85	56.28
	1960-1		470.56	470.56	400.37	70.19
	1960-4		444.61	444.61	403.91	40.70
	1961-2	30.06	469.63	499.69	384.65	115.04
						$1,511.31
117.						
LANIER, Elmarie						None
118.						
LANIER, Ernestine						None

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
119. LA ROCHE, Sophie						None
120. LA ROSE, Gertrude	1955-2		237.67	237.67	132.00	105.67
121. LARRIEU, Louis						None
122. LEARSON, Dorothy	1957-4	$	$381.47	$381.47	$153.00	$228.47
	1961-1	25.40	429.74	455.14	75.00	380.14
	1961-2	30.06	469.63	499.69	80.00	419.69
						$1,028.30
123. LE BEAU, Edna	1955-2		88.83	88.83	16.56	72.27
124. LEE, Ruby	1955-2		47.07	47.07		47.07
125. LESENE, Amelia						None
126. LEWIS, Audrey	1955-2	23.61	327.63	351.24	173.40	177.84
127. LEWIS, Doris						None
128. LEWIS, JR. Leonard T.	1955-2	11.11	543.54	554.65	529.01	25.64
	1956-1		875.32	875.32	816.53	58.79
	1956-2		642.18	642.18	553.43	88.75
	1957-1		682.36	682.36	675.75	6.61
	1957-3		706.53	706.53	612.00	94.53
	1958-2	20.29	654.17	674.46	535.35	139.11

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1958-3		654.81	654.81	601.80	53.01
	1958-4		682.95	682.95	621.88	61.07
	1959-3	30.44	742.59	773.03	716.45	56.58
	1960-1		878.89	878.89	821.30	57.59
	1960-3		708.53	708.53	498.36	210.17
	1960-4		776.19	776.19	767.04	9.15
	1961-2	33.26	1,030.48	1,063.74	498.88	564.86
						$1,425.86
130.						
LODGE, Kathleen	1955-3		370.24	370.24		370.24
	1955-4		403.29	403.29	30.19	373.10
	1956-1	15.65	406.27	421.92	232.87	189.05
	1956-2		436.14	436.14		436.14
	1956-3	27.18	383.65	410.83		410.83
	1957-3		406.50	406.50	335.12	71.38
	1958-2	25.17	412.57	437.74	429.00	8.74
	1959-1	13.81	470.99	484.80	416.00	68.80
	1959-2		472.85	472.85	316.80	156.05
						$2,084.33
129.						
LOCKETT, Marie						None
131.						
LOTTEN, Herbert	1956-1	$	$717.90	$717.90	$637.65	$ 80.25
	1956-2		672.15	672.15	651.25	20.90
	1956-3	17.96	683.15	701.11	650.00	51.11
	1957-2		662.82	662.82	662.00	.82
	1958-3		712.03	712.03	689.00	23.03
	1959-2		746.85	746.85	689.00	57.85
	1959-3	30.44	687.80	718.24	689.00	29.24
	1960-1		756.07	756.07	636.00	120.07
	1960-2	30.77	806.83	837.60	689.00	148.60
	1960-4		842.05	842.05	742.00	100.05
	1961-1		866.56	866.56	689.00	177.56
	1961-2	33.26	956.45	989.71	689.00	300.71
						$1,110.19
132.						
LYONS, Lorraine	1955-2		280.46	280.46		280.46
	1956-1	15.65	232.94	248.59	131.25	117.34
	1956-2		208.26	208.26		208.26
						$607.06

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
133.						
MC KINNIE, Loetha	1955-2		23.78	23.78	15.00	8.78
134.						
MAGEE,	1955-2	23.61	280.56	304.17		304.17
Vivian	1955-3		370.24	370.24	240.15	130.09
	1955-4		271.30	271.30	229.08	42.22
						$476.48
135.						
MARGIN,	1955-2	23.61	327.63	351.24	185.74	165.50
Eleanor	1955-3		135.38	135.38	109.26	26.12
						$191.62
136.						
MARSHALL, Dorothy	1955-2		59.02	59.02		59.02
137.						
MARSHALL,	1955-2	23.61	310.45	334.06	120.00	214.06
Willie	1955-3		370.24	370.24	262.39	107.85
	1955-4		403.29	403.29	237.51	165.78
	1956-2		194.32	194.32	175.00	19.32
	1956-3	27.18	383.65	410.83	393.31	17.52
						$524.53
138.						
MARTIN,	1955-2	23.61	327.63	351.24		351.24
Eliska	1955-4		403.29	403.29	374.13	29.16
	1956-3	27.19	383.65	410.84	384.00	26.84
						$407.24
139.						
MARTIN,	1955-1	$	$531.83	$531.83	$246.98	$284.85
Noel	1956-1	9.26	530.09	539.35	290.23	249.12
	1956-3	9.93	447.57	457.50	422.39	35.11
	1956-4	9.93	496.99	506.92	392.10	114.82
	1957-1		510.72	510.72	246.15	264.57
	1959-2		534.50	534.50	467.00	67.50
	1960-1		559.34	559.34	511.00	48.34
	1960-4		488.59	488.59	195.00	293.59
						$1,357.90

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
140.						
MATTHEWS, Gloria	1955-2	23.61	203.13	226.74	156.96	69.78
	1955-3		76.27	76.27	33.90	42.37
						$112.15
141.						
MERRIDITH, Geraldine	1955-2	23.61	327.63	351.24	104.00	247.24
	1955-3		15.16	15.16	7.69	7.47
						$254.71
142.						
MONETTE, Roberta	1955-2		41.10	41.10		41.10
143.						
MONTGOMERY Bessie	1955-3		205.00	205.00	103.50	101.50
	1955-4		403.29	403.29	227.26	176.03
	1956-1	15.65	406.27	421.92	301.00	120.92
	1957-1		438.26	438.26	397.06	41.20
	1958-1	11.05	409.02	420.07	318.73	101.34
	1958-2	25.17	412.57	437.74	410.54	27.20
	1958-3		438.29	438.29	349.29	89.00
	1959-1	13.81	470.99	484.80	376.74	108.06
	1959-2		180.73	180.73	156.35	24.38
	1960-2	30.76	478.94	509.70	400.55	109.15
	1960-3		428.05	428.05	400.55	27.50
	1960-4		444.61	444.61	352.95	91.66
	1961-1	25.40	429.74	455.14	422.66	32.48
	1961-2	30.06	469.63	499.69	397.26	102.43
						$1,152.85
144.						
MOORE, Leola	1955-2	23.61	131.81	155.42	34.20	121.22
	1955-3		17.73	17.73	4.00	13.73
						$134.95
145.						
MOORE, Orelia	1955-2		53.81	53.81		53.81
146.						
MORRISON, Elouise						None

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
147.						
MOTEN, Lena	1955-2		47.07	47.07		47.07
148.						
MYERS (KING), Mandy	1955-1		212.18	212.18	203.52	8.66
149.						
NASH (HALL), Adele R.	1955-2	$23.61	$327.63	$351.24	$260.00	$ 91.24
	1955-3		370.24	370.24	310.00	60.24
	1955-4		403.29	403.29	250.00	153.29
	1957-3		406.50	406.50	160.00	246.50
	1957-4		381.47	381.47	220.00	161.47
	1958-1	10.39	409.02	419.41	280.00	139.41
	1958-2	25.17	412.57	437.74	280.00	157.74
	1958-3		438.29	438.29	240.00	198.29
	1958-4		423.85	423.85	240.00	183.85
	1959-1	13.81	470.99	484.80	320.00	164.80
	1959-2		472.85	472.85	240.00	232.85
	1959-3	29.45	447.86	477.31	280.00	197.31
	1959-4	18.17	433.96	452.13	325.00	127.13
	1960-1		470.56	470.56	320.00	150.56
	1960-2	30.77	478.94	509.71	325.00	184.71
	1960-3		428.05	428.05	240.00	188.05
	1960-4		444.61	444.61	250.00	194.61
	1961-1	25.40	429.74	455.14	315.00	140.14
	1961-2	30.06	469.63	499.69	325.00	174.69
						$3,146.88
150.						
NEWMAN, Marietta	1955-2	23.61	327.63	351.24		351.24
	1955-3		370.24	370.24		370.24
	1955-4		403.29	403.29	234.00	169.29
	1956-1	15.65	406.27	421.92	390.00	31.92
	1956-2		436.14	436.14	390.00	46.14
	1956-3	27.18	383.65	410.83	390.00	20.83
	1957-1		438.26	438.26	390.00	48.26
	1957-2	26.69	429.96	456.65	390.00	66.65
	1957-4		381.47	381.47		381.47
	1958-2		452.27	452.27	372.01	80.26
						$1,566.30

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
151.						
NEWTON, Rosie Lee	1955-2	23.61	244.75	268.36	226.88	41.48
152.						
NICHOLAS (MARTIN), Clothilde	1955-2	23.61	9.10	32.71	7.88	24.83
	1955-3		110.74	110.74	80.44	30.30
						$55.13
153.						
OCAMPO, Desideria	1954-3		303.64	303.64	42.00	261.64
	1954-4	8.41	394.72	403.13	102.64	300.49
	1955-1		387.06	387.06	180.16	206.90
	1955-2	23.61	372.44	396.05	48.00	348.05
	1955-3		370.24	370.24	113.81	256.43
	1956-1	15.65	406.27	421.92	419.10	2.82
	1956-3	27.18	383.65	410.83	289.31	121.52
	1960-2	30.77	478.94	509.71	465.39	44.32
	1961-2	30.06	469.63	499.69	354.24	145.45
						$1,687.62
154.						
PARKER, Anna						None
155.						
PARKER, Shirley	1955-2	$23.61	$244.99	$268.60	$190.23	$ 78.37
156.						
PARNELL, Yvonne	1955-2	23.61	27.58	51.19		51.19
	1956-1	15.65	406.27	421.92	54.00	367.92
	1956-2		436.14	436.14	234.00	202.14
	1956-3	27.18	383.65	410.83	234.00	176.83
	1956-4	9.74	356.50	366.24	234.00	132.24
	1957-1		438.26	438.26	156.00	282.26
	1957-2	26.69	429.96	456.65	156.00	300.65
	1957-3		406.50	406.50	156.00	250.50
	1957-4		381.47	381.47	156.00	225.47
	1958-1	10.39	409.02	419.41	156.00	263.41
	1958-2		178.85	178.85	72.00	106.85
	1958-3		378.11	378.11	200.00	178.11
	1958-4		423.85	423.85	240.00	183.85
	1959-1	13.81	470.99	484.80	320.00	164.80
	1959-2		472.85	472.85	240.00	232.85

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1959-3	29.45	447.86	447.31	280.00	197.31
	1959-4	18.17	433.96	452.13	200.00	252.13
	1960-1		470.56	470.56	320.00	150.56
	1960-2	30.77	478.94	509.71	240.00	269.71
	1960-3		428.05	428.05	280.00	148.05
	1960-4		444.61	444.61	240.00	204.61
	1961-1	25.40	429.74	455.14	240.00	215.14
	1961-2	30.06	469.63	499.69	280.00	219.69
						$4,776.27
157. PATTERSON, Elnora						None
158. PENN (SMITH), Gloria	1955-2		70.99	70.99	65.99	5.00
159. PHILLIPS (HEARNS), Louise	1955-2	23.61	327.63	351.24	5.00	346.24
	1955-3		82.18	82.18		82.18
						$428.42
160. POWELL, Melvina	1955-2	23.61	71.06	94.67	11.81	82.86
	1955.3		76.27	76.27	69.19	7.08
						$89.94
161. PROCTOR, Mildred	1955-2	23.61	286.54	310.15		310.15
	1955-3		370.24	370.24	290.29	79.95
	1955-4		403.29	403.29	101.91	301.38
	1956-1	15.65	406.27	421.92	262.95	158.97
	1956-2		6.83	6.83		6.83
						$857.28
162. RANDALL, Edna	1955-1	$	$ 29.56	$ 29.56	$ 9.94	$ 19.62
	1955-2		209.21	209.21		209.21
						$228.83

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
163.						
RAPP (BENNETT), Gloria	1955-2		41.85	41.85		41.85
164.						
RAY	1955-3		370.24	370.24	360.00	10.24
(BLANCHARD),	1955-4		403.29	403.29	360.00	43.29
Wilhelmina	1956-1	15.65	406.27	421.92	390.00	31.92
	1956-2		436.14	436.14	390.00	46.14
	1956-3	27.18	383.65	410.83	390.00	20.83
	1957-1		438.26	438.26	416.00	22.26
	1957-2	26.69	429.96	456.65	416.00	40.65
	1958-1	10.39	409.02	419.41	416.00	3.41
	1958-2	25.17	412.57	437.74	416.00	21.74
	1958-3		438.29	438.29	416.00	22.29
	1958-4		423.85	423.85	416.00	7.85
	1959-1	13.81	470.99	484.80	416.00	68.80
	1959-2		472.85	472.85	401.00	71.85
	1959-3	29.45	447.86	477.31	167.50	309.81
	1960-1		470.56	470.56	66.75	403.81
	1960-2	30.77	478.94	509.71	100.00	409.71
	1960-3		428.05	428.05	25.00	403.05
	1960-4		444.61	444.61		444.61
	1961-1	25.40	429.74	455.14		455.14
						$2,837.40
165.						
RECASNER,	1955-2	23.61	327.63	351.24		351.24
Isabelle	1955-3		370.24	370.24		370.24
	1955-4		403.29	403.29	371.69	31.60
						$753.08
166.						
REED,	1955-3		163.32	163.32	132.00	31.32
Dorothy	1955-4		348.40	348.40	242.00	106.40
Kearney	1956-2		160.76	160.76	99.00	61.76
	1956-3	27.18	383.65	410.83	343.27	67.56
	1956-4	9.74	329.63	339.37	282.21	57.16
	1957-2	26.69	422.96	449.65	390.00	59.65
	1957-3		406.50	406.50	390.00	16.50
	1958-4		423.85	423.85	214.50	209.35
	1959-1	13.81	470.99	484.80	214.50	270.30
	1959-2		472.85	472.85	214.50	258.35
	1960-1		470.56	470.56	214.50	256.06

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1960-2	30.77	478.94	509.71	214.50	295.21
	1960-3		428.05	428.05	214.50	213.55
	1960-4		444.61	444.61	192.50	252.11
	1961-1	25.40	429.74	455.14	143.00	312.14
	1961-2	30.06	247.63	277.69	77.00	200.69
						$2,668.11
167.						
REEVES, Nerlie	1955-2		245.60	245.60	96.00	149.60
168.						
RICHARD, Pearl (Deceased)	1955-2	$	$176.61	$176.61	$	$176.61
169.						
RICHARDSON, Rose	1955-2	23.61	327.63	351.24		351.24
	1955-3		21.27	21.27		21.27
						$372.51
170.						
ROBERTSON, Adele	1956-3	27.18	383.65	410.83	54.41	356.42
171.						
ROLLINS, Geraldine	1955-2	23.61	310.45	334.06	150.00	184.06
	1955-3		117.65	117.65	109.00	8.65
						$192.71
172.						
RUBIT, Dorothy B.	1955-2	23.61	327.63	351.24		351.24
	1956-3		126.29	126.29		126.29
	1956-4	9.74	139.85	149.59	64.00	85.59
	1957-3		406.50	406.50	168.00	238.50
	1958-1	10.39	409.02	419.41	312.25	107.16
	1958-2	25.17	412.57	437.74		437.74
	1958-3		438.29	438.29	128.50	309.79
	1958-4		423.85	423.85	8.00	415.85
	1959-1	13.81	470.99	484.80		484.80
	1959-2		472.85	472.85		472.85
	1959-3	29.45	447.86	477.31	466.20	11.11
	1961-2	30.06	469.63	499.69	309.34	190.35
						$3,226.27

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
173.						
RUBIT,	1955-2	23.61	327.63	351.24		351.24
Dorothy P.	1955-3		27.38	27.38		27.38
						$378.62
174.						
SANDERS	1955-2	23.61	292.51	316.12	190.00	126.12
(NEWSOM),	1955-3		370.24	370.24	247.00	123.24
Ada						$249.36
175.						
SAWYER, Ellen						None
176.						
SCOTT,	1955-2		59.03	59.03		59.03
Delores						
177.						
SEATON,						None
Rebecca						
178.						
SHELTON	1955-2	23.61	327.63	351.24	7.88	343.36
(PATTERSON),	1955-3		76.27	76.27	69.19	7.08
Clara						$350.44
179.						
SIMPSON,						None
Lillie						
180.						
SMITH,						None
Leonardine						
181.						
SMITH,						None
Octavia						
182.						
SONIA,						None
Rose Mary						

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
183.						
STEWART (BATES),	1955-2	$23.61	$327.63	$351.24	$	$351.24
	1955-3		76.27	76.27		76.27
						$427.51
184.						
TAPLIN (DUNCAN), Dorothy	1955-2		29.87	29.87	12.42	17.45
185.						
TAYLOR, Mary						None
186.						
THOMAS (WASHINGTON), Luvenia	1955-2	23.61	327.63	351.24	33.29	317.95
	1955-3		27.38	27.38	14.25	13.13
						$331.08
187.						
THOMAS, Mary						None
188.						
THOMAS, Mignonette	1955-3		205.00	205.00		205.08
	1955-4		403.29	403.29		403.29
	1956-1		406.27	406.27		406.27
	1956-2		302.83	302.83		302.83
						$1,317.39
189.						
THORNTON, Jesenu	1955-2	23.61	327.63	351.24		351.24
	1955-3		195.11	195.11		195.11
						$546.35
190.						
THORNTON, Rosalie	1955-2	23.61	232.68	256.29	250.92	5.37
	1955-3		370.24	370.24	189.77	180.47
	1956-1	15.65	406.27	421.92	360.27	61.65
	1956-2		436.14	436.14	327.13	109.01
	1956-3	27.18	383.65	410.83	217.50	193.33
	1957-1		438.26	438.26	305.50	132.76
	1957-2	26.69	429.96	456.65	420.76	35.89

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1957-3		406.50	406.50	157.05	249.00
	1958-1	10.39	409.02	419.41	206.50	212.91
	1958-2	25.17	274.67	299.84	88.00	211.84
	1958-4		82.20	82.20		82.20
	1959-1	13.81	470.99	484.80	65.75	419.05
	1959-2		472.85	472.85	164.25	308.60
	1959-3	29.45	447.86	477.31	177.25	300.06
	1960-1		470.56	470.56	225.37	245.19
	1960-2	30.77	478.94	509.71	359.74	149.97
190. (Continued)						
THORNTON, Rosalie	1960-3	$	$192.64	$192.64	$118.25	$ 74.39
	1960-4		68.16	68.16	64.00	4.16
	1961-1	25.40	429.74	455.14	174.62	280.52
	1961-2	30.06	469.63	499.69	239.50	260.19
						$3,516.56
191.						
VALENTINE, Hilda	1955-2	23.61	327.63	351.24		351.24
	1955-3		27.38	27.38		27.38
						$378.62
192.						
WALKER, Hattie	1955-2	23.61	310.45	334.06	221.92	112.14
	1955-3		370.24	370.24	321.56	48.68
	1955-4		403.29	403.29	344.42	58.87
	1958-1	10.39	409.02	419.41	109.91	309.50
	1958-2	25.17	412.57	437.74		437.74
	1958-3		438.29	438.29	45.50	392.79
	1958-4		423.85	423.85	285.70	138.15
	1959-1	13.81	470.99	484.80	375.85	108.95
	1959-2		472.85	472.85	419.99	52.86
	1959-4	18.17	433.96	452.13	100.00	352.13
	1960-1		470.56	470.56	106.12	364.44
	1960-2	30.77	478.94	509.71	297.00	212.71
	1960-3		428.05	428.05	130.00	298.05
	1960-4		444.61	444.61	225.80	218.81
	1961-1	25.40	429.74	455.14		455.14
	1961-2	30.06	469.63	499.69	347.75	151.94
						$3,712.90

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
193.						
WALKER, Marjorie	1955-1		17.73	17.73		17.73
	1955-2	23.61	372.44	396.05		396.05
	1955-3		370.24	370.24	76.58	293.66
	1955-4		403.29	403.29	355.65	47.64
	1956-1	15.65	406.27	421.92	275.73	146.19
	1956-2		436.14	436.14	267.86	168.28
	1956-4	9.74	356.50	366.24	348.50	17.74
	1957-1		438.26	438.26	309.50	128.76
	1957-2	26.69	429.96	456.65	326.05	130.60
	1958-1	9.45	409.02	418.47	294.85	123.62
	1958-2	25.17	412.57	437.74	9.20	428.54
	1958-3		438.29	438.29	422.20	16.09
	1958-4		423.85	423.85	337.40	86.45
	1960-2	30.77	478.94	509.71	342.44	167.27
	1960-4		444.61	444.61	205.93	238.68
	1961-1	25.40	429.74	455.14	287.19	167.95
	1961-2	30.06	469.63	499.69	435.38	64.31
						$2,639.56
194.						
WALLACE, Alma	1955-4	$	$115.27	$115.27	$ 18.72	$ 96.55
	1956-1	15.65	406.27	421.92	317.50	104.42
	1956-2		436.14	436.14	261.59	174.55
	1956-4	9.74	200.68	210.42	73.32	137.10
	1957-1		438.26	438.26	281.15	157.11
	1957-2	26.69	429.96	456.65	259.98	196.67
	1957-3		406.50	406.50	261.65	144.85
	1957-4		381.47	381.47	303.48	77.99
	1959-1	13.81	470.99	484.80	199.51	285.29
	1959-2		472.85	472.85	276.16	196.69
	1959-3	29.45	447.86	477.31	449.50	27.81
	1959-4	18.17	433.96	452.13	286.50	165.63
	1960-2	30.77	478.94	509.71	452.12	57.59
	1960-3		428.05	428.05	190.31	237.74
	1960-4		444.61	444.61	347.48	97.13
	1961-1	25.40	429.74	455.14	317.11	138.03
	1961-2	30.06	469.63	499.69	404.00	95.69
						$2,390.84
195.						
WASHINGTON, Beatrice	1955-2	23.61	310.45	334.06	292.87	41.19
	1955-3		117.65	117.65	71.81	45.84
						$87.03

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
196.						
WASHINGTON, Dorothy	1955-1		163.08	163.08		163.08
	1955-2		257.17	257.17	237.40	19.77
						$182.85
197.						
WASHINGTON, Lulu Mae						None
198.						
WATFORD, Fannie	1955-2	23.61	327.63	351.24	91.30	259.94
	1955-3		370.24	370.24	107.90	262.34
	1956-3	27.18	383.65	410.83		410.83
	1957-1		265.50	265.50	225.00	40.50
						$973.61
199.						
WATSON, Mabel						None
200.						
WEATHERSBY, Dorothy						None
201.						
WHITE, Beatrice	1955-2	23.61	327.63	351.24	23.82	327.42
	1956-1	15.65	406.27	421.92	334.23	87.69
	1956-2		436.14	436.14	61.83	374.31
	1956-3	27.18	383.65	410.83	74.50	336.33
	1956-4	9.74	356.50	366.24	96.55	269.69
	1958-1	10.39	163.61	174.00	130.00	44.00
	1958-2	25.17	165.03	190.20	130.00	60.20
	1958-3		175.32	175.32	130.00	45.32
	1958-4		169.54	169.54	130.00	39.54
	1961-1	25.40	171.90	197.30	130.00	67.30
	1961-2	30.06	187.85	217.91	130.00	87.91
						$1,739.71
202.						
WILLIAMS, Alice	1955-2	$	$ 35.17	$ 35.17	$ 24.84	$ 10.33

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
203.						
WILLIAMS, Helen						None
204.						
WILLIAMS, Marion	1955-2	23.61	327.63	351.24	95.00	256.24
	1955-3		370.24	370.24	350.00	20.24
	1955-4		403.29	403.29	325.00	78.29
	1956-1	15.65	90.12	105.77	80.00	25.77
						$380.54
205.						
WOODFORK, Yvonne						None
206.						
WOODRIDGE, Estella	1955-3		11.77	11.77		11.77
	1955-4		403.29	403.29	8.00	395.29
	1956-1	15.65	406.27	421.92		421.92
	1956-2		436.14	436.14		436.14
	1956-3	27.18	383.65	410.83		410.83
	1956-4	9.74	356.50	366.24		366.24
	1957-1		438.26	438.26		438.26
	1957-2	26.69	429.96	456.65		456.65
	1957-3		406.50	406.50		406.50
	1957-4		381.47	381.47		381.47
	1958-1	10.38	34.50	44.88		44.88
						$3,769.95
207.						
ZENO, Audrey	1955-2		237.69	237.69	17.30	220.39

Cumulative Total (as of June 30, 1961) $160,894.69

UNITED STATES OF AMERICA

BEFORE THE
NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION

Cases Nos. 15-CA-721, 15-CA-723

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.

and

AMALGAMATED CLOTHING WORKERS OF AMERICA,
AFL-CIO

BACKPAY SPECIFICATION AND NOTICE OF HEARING

The National Labor Relations Board on February 13, 1956, issued its Decision and Order (hereinafter referred to as the Board's Order) directing, *inter alia*, that Respondent, J. H. Rutter-Rex Manufacturing Company, Inc., upon application, offer immediate and full reinstatement to their former or substantially equivalent position to all those employees who went out on strike on April 21, 1954, or thereafter, without prejudice to their seniority or other rights and privileges, dismissing if necessary all persons hired on or after that date, and make such applicants whole for any loss of pay suffered during the period from five days after the date of their applications for reinstatement, to the date of Respondent's offer of reinstatement. The United States Court of Appeals for the Fifth Circuit on August 19, 1957, entered its Decree (hereinafter referred to as the Court Decree) enforcing the Board's Order. A controversy having arisen over the amount of backpay due under the terms of the Board's Order, the Regional Director of the National Labor Relations Board for the Fifteenth Region, pursuant to authority duly conferred upon him by the Board, hereby issues this Backpay Specification and alleges that the backpay due under the Board's Order is as follows:

I.

LIST OF DISCRIMINATEES

The employees listed below are required to be made whole in accordance with the Board's Order. They are employees who went out on strike on or after April 21, 1954, and applied for reinstatement on various dates thereafter and were not reinstated, as required by the terms of the Board's Order, within five (5) days after the date of their applications.

1. Alexander, Estrella
2. Alexander, Iworner
3. Alexcee, Irene
4. Allen, Victoria
5. Alonzo, Caledonie
6. Anderson, Beatrice
7. Anderson, Carrie Daur
8. Anderson, Dora
9. Angrum, Ida M.
10. August, Gloria (Brown)
11. Aultman, Clarinda
12. Banks, Marion
13. Barnes, Sonora (Rochon)
14. Bentley, Helen
15. Berry, Ira Mae
16. Bickham, Amanda
17. Bowles, Dorie Earline
18. Bozonier, Marguerite
19. Breaud, Leonce
20. Brimmer, Bell B.
21. Brooks, Millie M.
22. Brown, Bessie
23. Brown, Elvera M.
24. Brown, Evangeline C.
25. Brown, Idele
26. Brown, Marguerite
27. Brumfield, Ruth
28. Bryant, Miriam
29. Burkhalter, Ola Mae
30. Burns, Elizabeth
31. Burns, Hazel
32. Campbell, Rose
33. Carr, Katie Ruth
34. Carter, Mary Louise
35. Cerf, Raymond
36. Cheri, Miriam
37. Clay, Helen
38. Clements, Lillie Mae
39. Coaston, Lucille
40. Coleman, Wilhelmina (Woods)
41. Columbus, Juanita
42. Cooper, Bessie (Lee)
43. Cornish, Estella
44. Coston, Ethel
45. Courseault, Shirley M. (Mercadel)
46. Crawford, Shirley
47. Cropper, Clara
48. Dandridge, Dorothy
49. Darensbourg, Irma
50. Davis, Elvera L.
51. Davis, Georgiana (Dervisa)
52. Davis, Lenora
53. Davis, Thelma (Mathews)
54. Delpit, Gloria
55. Delpit, Mathilda
56. Denley, Alice T. (Gabriel)
57. Dixon, Gloria
58. Drake, Elizabeth
59. Duckett, Norma S.
60. Dufauchard, Arthemise
61. Dunn, Stella
62. Eddington, Isabella
63. Edgerson, Shirley
64. Evans, Alice H.
65. Farria, Vivian
66. Ferguson, Pearl
67. Fernandez, Minnie Mae
68. Fontenberry, Cleo
69. Foreman, Ethel M.
70. Fountain, Genever

71. Francis, Edna
72. Franklin, Zearlee
73. Fulton, Vera
74. Gabriel, Geneva
75. Gamble, Indiana (Plummer)
76. Gant, Mary
77. Givens, Catherine
78. Green, Dorothy
79. Green, Genevieve
80. Green, Herise
81. Green, Jimmie Lou
82. Green, Louise
83. Griffin, Audrey
84. Griffin, Ethel E. (Abernathy)
85. Griffin, Joyce M.
86. Guidry, Mary A.
87. Hall, Catherine J.
88. Hamilton, Veoila (Gibson)
89. Harris, Freddie F.
90. Haynes, Gustavia (Gale)
91. Haynes, Ida
92. Head, Marguerite
93. Henderson, Victoria
94. Hicks, Rose Marie
95. Hill, Bertha
96. Holden, Helen
97. Hollingshed, Gennie
98. Hubbard, Ruth
99. Hughes, Ninnie Bell
100. Jackson, Eleanora
101. Jackson, Louise
102. Jeff, Catherine (Clark)
103. Johnson, Eunice
104. Johnson, Luella
105. Johnson, Maybelle
106. Johnson, Olivia
107. Johnson, Verna L.
108. Johnson, Virginia
109. Jolly, Ruth Joyce
110. Jones, Edna
111. Jones, Shirley Mae
112. Joshua, Olivia
113. Keeler, Johnnie Mae
114. Kelly, Dorothy
115. Kimble, Alnetta
116. Landry, Lila Coston (Thompson)
117. Lanier, Elmarie (Carolina)
118. Lanier, Ernestine
119. LaRoche, Sophie B.
120. LaRose, Gertrude
121. Larieu, Louis, Jr.
122. Learson, Dorothy White
123. LeBeau, Edna
124. Lee, Ruby
125. Lesene, Amelia
126. Lewis, Audrey Ann
127. Lewis, Doris
128. Lewis, Leonard T., Jr.
129. Lockett, Marie G.
130. Lodge, Kathleen
131. Lotten, Herbert
132. Lyons, Lorraine
133. McKinnie, Leotha
134. Magee, Vivian
135. Margin, Eleanor
136. Marshall, Dorothy
137. Marshall, Willie Lee
138. Martin, Eliska
139. Martin, Noel
140. Mathews, Gloria
141. Merredith, Geraldine
142. Monette, Roberta
143. Montgomery, Bessie
144. Moore, Leola
145. Moore, Orelia
146. Morrison, Elouise (Epps)
147. Moten, Lena Dixon
148. Myers, Mandy (Thomas)
149. Nash, Adele R. (Hall)
150. Newman, Marietta H.
151. Newton, Rosie Lee
152. Nicholas, Clothilde
153. Ocampo, Desrderia
154. Parker, Anna
155. Parker, Shirley
156. Parnell, Yvonne
157. Patterson, Elnora
158. Penn, Gloria Mae
159. Phillips, Louise
160. Powell, Melvina
161. Proctor, Mildred
162. Randall, Edna
163. Rapp, Gloria (Bearett)
164. Ray, Wilhelmina
165. Recasner, Isabelle (Jenkins)
166. Reed, Dorothy Kearney

167. Reeves, Nerlie
168. Richard, Pearl
169. Richardson, Rose H.
170. Robertson, Adele Lewis
171. Rollins, Geraldine
172. Rubit, Dorothy B.
173. Rubit, Dorothy P.
174. Sanders, Ada (Newsom)
175. Sawyer, Ellen
176. Scott, Dolores
177. Seaton, Rebecca
178. Shelton, Clara Mae
179. Simpson, Lillie Mae
180. Smith, Leonardine
181. Smith, Octavia
182. Sonia, Rosemary
183. Stewart, Millie Lee
184. Taplin, Dorothy Mae (Duncan)
185. Taylor, Mary Lee
186. Thomas, Luvenia
187. Thomas, Mary
188. Thomas, Mignonette
189. Thorton, Jesenu A.
190. Thornton, Rosalie
191. Valentine, Hilda
192. Walker, Hattie
193. Walker, Marjorie
194. Wallace, Alma
195. Washington, Beatrice
196. Washington, Dorothy
197. Washington, Lula Mae
198. Watford, Fannie Mae
199. Watson, Mabel
200. Weathersby, Dorothy
201. White, Beatrice
202. Williams, Alice
203. Williams, Helen
204. Williams, Marion
205. Woodfork, Yvonne
206. Woodridge, Estella L.
207. Zeno, Audrey Mae

II.

GROSS BACKPAY

A. The gross backpay of the discriminatees was computed on the following basis:

1. The wages of 101 incumbent[1] employees and 82 replacement[2] employees furnish an appropriate measure of the earnings which the discriminatees would have earned during their respective backpay periods.

2. The wages of the incumbent and replacement employees consisted of three elements as follows:

(a) Wages which were paid biweekly;
(b) A vacation payment which was paid annually during the month of May, June, or July.

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[1] Incumbent employees are employees who worked during the backpay period in job classifications which the discriminatees would have held had they not been discriminated against. Also included is one discriminatee, Raymond Cerf.

[2] Replacement employees are employees who were hired after the strike began and who worked during the backpay period in job classifications which the discriminatees would have held had they not been discriminated against.

(c) A Christmas bonus which was paid annually in December.

3. For the purpose of computing their gross backpay, the discriminatees were grouped into five categories in accordance with the operations they performed immediately prior to the strike. These groupings and the discriminatees within each group are as follows:

(a) *Male cutters, spreaders, and checking machine operators* (hereafter referred to as Group 1)

(1) Leonce Breaud
(2) Raymond Cerf
(3) Leonard T. Lewis
(4) Herbert Lotten

(b) *Porters* (hereafter referred to as Group 2)

(1) Noel Martin

(c) *Male utility employees* (hereafter referred to as Group 3)

(1) Louis Larrieux

(d) *Truckdriver and warehouse utility employees* (hereafter referred to as Group 4)

(1) Freddie Harris

(e) *Female production employees* (hereafter referred to as Group 5)

(1) The discriminatees within this group are the remainder of the discriminatees listed in Paragraph I above.

4. The incumbent and replacement employees whose earnings were used as a measure of the gross backpay were grouped according to their operations, said groupings corresponding to the groupings of the discriminatees, as set forth in Paragraph II-A-3 above.

5. The incumbent and replacement employees used in computing the gross backpay for Groups 1 through 4, inclusively, were those employees in the respective group operations who were employed by Respondent during the backpay period for approximately six months or longer.

The incumbent employees used in computing the gross backpay for Group 5 were those employees, each of whom were employed by Respondent during the following payroll quarters: the first and third quarters of 1954 and the first quarter of 1961. The replacement employees used in computing the gross for Group 5 were those hired by Respondent between the time the strike began (April 21, 1954) and the end of 1955 and were also working for Respondent in the first quarter of 1961.

6. The biweekly gross backpay wage was computed for each of the five groupings in the backpay period by totaling separately for each group the biweekly wages of the incumbent and replacement employees in the group and dividing that total by the number of incumbent and replacement employees in the group who show any earnings in the biweekly pay period to arrive at the average earnings for each such pay period.

7. The biweekly gross backpay wages in each calendar quarter were added together to arrive at a quarterly total.

8. The calendar quarters used to determine the quarterly gross backpay are the same calendar quarters used by the Respondent in its reports filed with the Social Security Agency.

9. The vacation bonus element of the gross backpay wages during the backpay period was computed by totaling separately the amounts of vacation payments received by the incumbent and replacement employees in each of the groups described in Paragraphs II-A-3 and 4 above and dividing each result by the total number of incumbent and replacement employees in each respective group, including those who did not receive a vacation bonus, to arrive at the average bonus for each group.

10. The Christmas bonus element of the gross backpay wages during the backpay period was computed in the same manner as the vacation bonus which is set out in the preceding Paragraph II-A-9.

B. The gross backpay tables and summaries for the discriminatees in each of the five groups listed in Paragraph II-A-3 above are set forth in schedules attached hereto and made a part hereof as Appendices A through E inclusively. These appendices are numbered consecutively from page 7 to page 213. They are indexed as follows:

Appendix No.	Page No.	Group (See Par. II-A-3 above)	Wage Element (See Par. II-A-2 above)
A-1	7	1	Biweekly wages
Summary	20	1	" "
A-2	27	1	Vacation and Christmas bonuses
Summary	28	1	" " " "
B-1	29	2	Biweekly wages
Summary	34	2	" "
B-2	41	2	Vacation and Christmas bonuses
Summary	42	2	" " " "
C-1	43	3	Biweekly wages
Summary	50	3	" "
C-2	57	3	Vacation and Christmas bonuses
Summary	57-A	3	" " " "
D-1	58	4	Biweekly wages
Summary	59	4	" "
E-1	60	5	Biweekly wages
Summary	195	5	" "
E-2	203	5	Vacation and Christmas bonuses
Summary	212	5	" " " "

* * * *

[Appendices A through E, as listed above, to Section II of the Back Pay Specification, and comprising pages 7 to 213 of the original specification, have been omitted from the printed appendix.]

* * * *

III.

NET BACKPAY

The net backpay computations for each of the discriminatees listed in Paragraph I above are set forth in tables attached hereto and made a part of this section.

There is a tabular sheet for each alleged discriminatee and each sheet at its top discloses the discriminatee's name, Social Security number, the date of application for reinstatement, the date of reinstatement or offer thereof, and the backpay period.

The table itself is composed of nine columns, the first of which is captioned "Year & Quarter." This column specifies the year and quarter or portion thereof for which backpay is claimed. No backpay is claimed for calendar quarters or periods not shown in the tables. The dates of excepted periods set forth in this column are approximate dates.

The column captioned "Remarks" contains the name of interim employers, claimed interim expenses, explanation of periods within quarters for which no backpay is claimed, and other explanatory matter.

The column captioned "Interim Earnings" lists and admits the earnings of a discriminatee at interim employment during the backpay period during the calendar quarter or appropriate portion thereof to which such earnings are allocable.

The column captioned "Expenses" lists the amount of expenses incurred by the discriminatee in seeking, securing or holding employment during the backpay period which the discriminatee would not have incurred in the absence of discrimination.

The columns captioned "Xmas. & Vac. Bonus (Gross)," "Wages for Period (Gross)," and "Total Gross" contain the gross backpay information which was computed as indicated above in Paragraph II-A, as applied to each respective discriminatee.

The column captioned "Net Interim Earnings" indicates the difference between interim earnings and expenses.

The column captioned "Net Backpay" shows the difference between gross backpay and net interim earnings for each calendar quarter or portion thereof.

The total net backpay due each discriminatee as of July 8, 1961, is the sum of the calendar quarter amounts of net backpay due him (or her).

The tabulations are as follows:

Alexander, Estrella
SS# 438-42-5558

Date of Application for Reinstatement
1/24/55

Date Reinstated or Offered Reinstatement
5/30/55

Backpay Period
2/1/55 to 5/30/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Unknown				286.56	286.56		286.56
1955-2	Unknown				246.65	246.65		246.65

Total Net Backpay 533.21

Alexander, Iworner
SS# 438-36-0036

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
4/25/55

Backpay Period
4/14/55 to 4/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				43.72	43.72		43.72

Total Net Backpay 43.72

Alexcee, Irene
SS# 434-48-2143

Date of Application for Reinstatement
6/7/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
6/15/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Backpay
1955-2	Unemployed			25.12	52.88	78.00		78.00
1955-3	Unemployed				273.93	273.93		273.93
(7/1 - 8/31) 9/1 - End of Quarter	Excepted—Attending School							
1955-4 thru 1958-1	Excepted—Attending School							
1958-2 (6/1 - end of quarter)	Unemployed				146.70	146.70		146.70
1958-3	New Orleans Catering Co.	65.25						
	Orleans Parish School Board	6.00			427.68	427.68	71.25	356.43
1958-4	" " " "	186.00			449.85	449.85	186.00	263.85
1959-1	" " " "	246.00		14.69	575.47	590.16	246.00	344.16
1959-3	Universal Company	102.30						
	Orleans Parish School Board	222.09		31.33	515.02	546.35	324.39	221.96
1960-2	" " " "	Est. 444.53		31.98	538.75	570.73	444.53	126.20

Total Net Backpay Through 2nd Quarter 1961 1811.23

Allen,
Victoria
SS# 436-44-3531

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Schram Brothers	171.19		25.12	332.42	357.54	171.19	186.35
1955-3	"	294.32			410.00	410.00	294.32	115.68
1955-4	"	302.67			335.05	335.05	302.67	32.38
1956-1	"	53.06		16.65	526.18	542.83	53.06	489.77
1956-2	"	52.00			444.02	444.02	52.00	392.02
1957-1	"	251.57			494.81	494.81	251.57	243.24
1957-2	Unemployed			28.39	440.65	469.04		469.04
1957-3	"				449.21	449.21		449.21
1957-4	Excepted—pregnant							
1958-1	" "							
1958-2	New Orleans Paper Box Factory Inc.	247.92		26.78	471.11	497.89	247.92	249.97
1958-3	" (6/23 to 8/17)	227.51			245.65	245.65	227.51	18.14
	8/18 to end of quarter excepted—pregnant							
1958-4	Excepted—pregnant							
1959-1	Schram Brothers	516.41		14.69	575.47	590.16	516.41	73.75
1959-2	"	452.40			468.25	468.25	452.40	15.85

Allen,
Victoria
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1960-1	Tico-tico Importers	354.00			579.97	579.97	354.00	225.97
1960-2	"	408.47		32.73	469.83	502.56	408.47	94.09
1960-3	"	486.43			488.56	488.56	486.43	2.13
1961-1	"	398.76		27.02	418.03	445.05	398.76	46.29
1961-2	Unemployed			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 3674.61

Alonzo,
Caledona
SS# 439-32-9251

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 5/14/55

Backpay Period 4/14/55 to 5/14/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				88.12	88.12		88.12

Total Net Backpay 88.12

Anderson, Beatrice
SS# 438-20-0957

Date of Application for Reinstatement 4/18/55

Date Reinstated or Offered Reinstatement 7/12/55

Backpay Period 4/26/55 to 7/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				38.76	38.76		38.76

Total Net Backpay 396.30

Anderson,
Carrie Daur
SS# 426-20-0123

Date of Application for Reinstatement 4/22/55

Date Reinstated or Offered Reinstatement 7/18/55

Backpay Period 4/28/55 to 7/18/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	269.61	294.73		294.73
1955-3	Unemployed				64.76	64.76		64.76

Total Net Backpay 359.49

Anderson,
Dora
SS# 439-22-8415

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
5/2/55

Backpay Period
4/14/55 to 5/2/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				75.53	75.53		75.53

Total Net Backpay 75.53

Angrum,
Ida M.
SS# 438-20-0085

Date of Application for Reinstatement
8/15/55

Date Reinstated or Offered Reinstatement
10/3/55

Backpay Period
8/23/55 to 10/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Foundation Hospital	116.00			180.03	180.03	116.00	64.03

Total Net Backpay 64.03

August,
Gloria (Brown)
SS# 435-38-6836

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: 7/25/55

Backpay Period: 4/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Southern Manhattan	11.81		25.12	332.42	357.54	11.81	345.73
1955-3	"	11.81			32.26	32.26	11.81	20.45

(7/24 & 7/25)
6/29-7/23 Excepted on vacation

Total Net Backpay 356.18

Aultman, Clarinda SS# 434-48-0581	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 7/25/55	Backpay Period 4/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/14/ to end of quarter)			25.12	332.42	357.54		357.54
1955-3	Unemployed (Beginning of quarter to 7/25)				97.27	97.27		97.27

Total Net Backpay 454.81

Banks, Marion
SS# 438-42-4182

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 3/14/57

Backpay Period 4/14/55 to 3/14/57

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Domestic Worker Apple St. & Bora St.	114.72		25.12	332.42	357.54	114.72	242.82
1955-3	Hotel Dieu	260.25						
	Uniforms		21.00		410.00	410.00	239.25	170.75
1955-4	Hotel Dieu	296.10			335.05	335.05	296.10	38.95
1956-1	"	302.15		16.65	526.18	542.83	302.15	240.68
1956-2	B. F. Davis	30.42						
	DePaul Hospital	8.00						
	D. H. Holmes	237.19						
	Uniforms		8.00		444.02	444.02	267.61	176.41
1956-3	D. H. Holmes	373.50		28.92	428.10	457.02	373.50	83.52
1957-1	D. H. Holmes	298.36			397.30	397.30	298.36	98.94

Total Net Backpay 1052.07

Barnes, Sonora (Rochon)
SS# 433-42-0151

Date of Application for Reinstatement
5/6/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
5/16/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Interstate Electric	96.00			410.00	410.00	96.00	314.00
1955-4	Xaviar University	123.00			335.05	335.05	123.00	212.05
1956-1	"	150.00		16.65	526.18	542.83	150.00	392.83
1956-2	B. F. Davis	384.95			444.02	444.02	384.95	59.07
1957-1	B. F. Davis	485.40			494.81	494.81	485.40	9.41
1958-2	"	236.02		26.78	471.11	497.89	236.02	261.87
1958-3	"	414.70			427.68	427.68	414.70	12.98
1958-4	"	271.20			449.85	449.85	271.20	176.65
1959-1	Unemployed			14.69	575.47	590.16		590.16
1959-2	"				468.25	468.25		468.25
1959-3	"			31.33	515.02	546.35		546.35
1959-4	"			19.33	383.40	402.73		402.73
1960-1	"				579.97	579.97		579.97

Barnes,
Sonora (Rochon)
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1960-2	Unknown			32.73	469.83	502.56		502.56
1960-3	Unknown				488.56	488.56		488.56
1960-4	"				439.80	439.80		439.80
1961-1	Unknown			27.02	418.03	445.05		445.05
1961-2	"			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 6475.02

Bentley, Helen
SS# 433-24-5848

Date of Application for Reinstatement: 8/8/55

Date Reinstated or Offered Reinstatement: None

Backpay Period: 8/16/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Excel Mfg. Co.	127.35			211.71	211.71	127.35	84.36
1955-4	"	253.07			335.05	335.05	253.07	81.98
1956-1	"	290.10		16.65	526.18	542.83	290.10	252.73
1956-2	Excepted—Pregnant							
1956-3	" "							
1959-4	Wirth Building (11/2 through end of quarter)	236.40		19.33	226.53	245.86	236.40	9.46
1960-1	Wirth Building	402.60			579.97	579.97	402.60	177.37
1960-2 (4/1-5/14)	Wirth Building	165.00			233.71	233.71	165.00	68.71

Total Net Backpay Through 2nd Quarter 1961 674.61

Berry, Ira Mae SS# 438-42-3744	Date of Application for Reinstatement 3/28/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/5/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	374.14	399.26		399.26
1955-3	"				273.93	273.93		273.93
(9/1-End of Quarter)								
1958-3								
(9/1 end of quarter)	Unemployed				112.18	112.18		112.18
1958-4	Orleans Parish School Board	12.00			449.85	449.85	12.00	437.85
1959-1	"	132.00		14.69	575.47	590.16	132.00	458.16
1959-2	"	198.00			312.03	312.03	198.00	114.03
(4/2-5/30)								
1959-3								
(9/1-end of quarter)	Unemployed				179.33	179.33		179.33
1960-1	Orleans Parish School Board	564.00			579.97	579.97	564.00	15.97
1960-3	"	24.00			146.66	146.66	24.00	122.68
(9/1-end of quarter)								
1960-4	Orleans Parish School Board	320.00			439.80	439.80	320.00	119.80
1961-1	" (assumed) Est.	320.00			445.05	445.05	320.00	125.05
1961-2	" " "	320.00		31.98	538.75	570.73	320.00	250.73

Total Net Backpay Through 2nd Quarter 1961 2608.95

Bickham, Amanda
SS# 435-34-2642

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to 6/30/60

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	New Orleans Laundries	152.32		25.12	332.42	357.54	152.32	205.22
1955-3	"	183.68						
	Home Laundry	45.00			410.00	410.00	228.68	181.32
1955-4	"	90.00			335.05	335.05	90.00	245.05
1956-1	"	90.00		16.65	526.18	542.83	90.00	452.83
1956-2	"	90.00			444.02	444.02	90.00	354.02
1956-3	"	90.00		28.92	428.10	457.02	90.00	367.02
1956-4	"	90.00		10.36	350.68	361.04	90.00	271.04
1957-1	"	90.00			494.81	494.81	90.00	404.81
1957-2	"	90.00		28.39	440.65	469.04	90.00	379.04
1957-3	"	90.00			449.21	449.21	90.00	359.21
1957-4	"	90.00			372.26	372.26	90.00	282.56
1958-1	" ----	90.00		11.05	436.48	447.53	90.00	357.53

Bickham,
Amanda
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-2	Home Laundry	90.00		26.78	471.11	497.89	90.00	407.89
1958-3	"	90.00			427.68	427.68	90.00	337.68
1958-4	"	90.00			449.85	449.85	90.00	359.85
1959-1	"	90.00		14.69	575.47	590.16	90.00	500.16
1959-2	"	90.00			468.25	468.25	90.00	378.25
1959-3	"	90.00		31.33	515.02	546.35	90.00	456.35
1959-4	"	90.00		19.33	383.40	402.73	90.00	312.73
1960-1	"	90.00			579.97	579.97	90.00	489.97
1960-2	"	90.00		32.73	469.83	502.56	90.00	412.56

Total Net Backpay 7515.09

Bowles,
Doris E.
SS# 438-36-6607

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
No proper reinstatement

Backpay Period
4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Domestic Work	48.29		25.12	332.42	357.54	48.29	309.25
1955-3	"	20.95						
	Rutter-Rex	124.34			410.00	410.00	145.29	264.71
1955-4	Unemployed				335.05	335.05		335.05
1956-1	"			16.65	526.18	542.83		542.83
1956-2	"				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	Cute Togs	56.00		10.36	350.68	361.04	56.00	305.04
1957-1	"	490.50			494.81	494.81	490.50	4.31
1957-2	"	263.00		28.39	440.65	469.04	263.00	206.04
1957-3	"	323.50			449.21	449.21	323.50	125.71
1957-4	"	167.50			372.26	372.26	167.50	204.76

Bowles,
Doris E.
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-1	Domestic Work	52.68						
	Louisiana Garment	265.05		11.05	436.48	447.53	317.73	129.80
1958-2	"	340.93		26.78	471.11	497.89	340.93	156.96
1958-4	"	289.80						
	Famous Sternberg	24.00			449.85	449.85	313.80	136.05
1959-1	"	396.25		14.69	575.47	590.16	396.25	193.91
1959-2	"							
(4/1-5/1)	"	73.25			157.49	157.49	73.25	84.24

Total Net Backpay Through 2nd Quarter 1961 3899.70

Bozonier, Marguerite
SS# 437-32-9403

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
No proper reinstatement

Backpay Period
4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Lintzen & Lintzen	180.00						
	Rutter Rex	66.44			410.00	410.00	246.44	163.56
1956-1	Excepted—Pregnancy							
1956-2	" "							
1956-3	Unemployed			28.92	428.10	457.02		457.02
1956-4	"			10.36	350.68	361.04		361.04
1957-1	"				494.81	494.81		494.81
1957-2	"			28.39	440.65	469.04		469.04
1957-3	"				449.21	449.21		449.21
1957-4	"				372.26	372.26		372.26
1958-1	M. Trellis & Co.	139.02		11.05	436.48	447.53	139.02	308.51
1960-1	"	494.86			579.97	579.97	494.86	85.11

Total Net Backpay Through 2nd Quarter 1961 3518.10

Breaud, Leonce (Deceased)
SS# 433-26-0473

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
12/4/58

Backpay Period
4/14/55 to 12/4/58

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Haspel Bros. Inc.	449.46		11.11	543.54	554.65	449.46	105.19
1956-1	Southern Manhattan Infants Wear	301.05						
	Excel Manufacturing Co.	60.00			875.32	875.32	361.05	514.27
1956-3	Excel Manufacturing Co.	588.00		17.96	713.12	731.08	588.50	142.58
1958-3	"	648.00			654.81	654.81	648.00	6.81
1958-4	"	550.68			615.64	615.64	550.68	64.96
(9/20-12/4/58)								

Total Net Backpay 833.81

Brimmer, Bell SS# 434-28-9345	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 5/26/55	Backpay Period 4/14/55 to 5/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				186.95	186.95		186.95

Total Net Backpay 186.95

Brooks,
Millie M.
SS# 438-42-9987

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: 7/26/55

Backpay Period: 4/14/55 to 7/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				103.56	103.56		103.56

Total Net Backpay 461.10

Brown, Bessie SS# 437-44-9113	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 7/17/55	Backpay Period 4/14/55 to 7/17/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				64.76	64.76		64.76
					Total Net Backpay			422.30

Brown, Elvera
SS# 433-20-3892

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement None

Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	T. Smith & Son Inc.	375.16						
	Hiring a baby sitter while looking for work		46.50		410.00	410.00	328.66	71.34
1955-4	"	225.67			335.05	335.05	225.65	109.38
1956-1 (12/11-2/5)	"	179.89		16.65	288.19	304.84	179.89	124.95
2/5 to end of quarter—Excepted illness								
1956-4	Unemployed			10.36	350.68	361.04		361.04
1957-1	"				494.81	494.81		494.81
1957-2	Manale's Restaurant	21.00		28.39	440.65	469.04	21.00	448.04
	"	45.50						
	Seg Mar, Inc.	385.00			449.21	449.21	430.50	18.71
1958-1	"	425.50		11.05	436.48	447.53	425.50	22.03
1958-2	"	470.50		26.78	471.11	497.89	470.50	27.39
1958-3	"	353.00			427.68	427.68	353.00	74.68

Brown,
Elvera
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-4	Seg Mar, Inc.	391.00			449.85	449.85	391.00	58.85
1959-1	"	425.25		14.69	575.47	590.16	425.25	164.91
1959-3	"	35.00						
	La. Garment Mfg. Co.	60.00		31.33	515.02	546.35	95.00	451.35
1959-4	La. Garment Mfg. Co.	185.10		19.33	383.40	402.73	185.10	217.63
1960-1	Unemployed				579.97	579.97		579.97
1960-2	"			32.73	469.83	502.56		502.56
1960-3	Unknown				488.56	488.56		488.56
1960-4	"				439.80	439.80		439.80
1961-1	"			27.02	418.03	445.05		445.05
1961-2	"			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 6,029.32

Brown, Evangeline Clark
SS# 435-38-8651

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 4/9/56

Backpay Period 4/14/55 to 4/9/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Charity Hospital	203.00		25.12	332.42	357.54	203.00	154.54
1955-3	"	300.00			410.00	410.00	300.00	110.00
1955-4	"	300.00			335.05	335.05	300.00	35.05
1956-1	"	300.00		16.65	526.18	542.83	300.00	242.83
1956-2	"	23.07			36.33	36.33	23.07	13.26

Total Net Backpay 555.68

Brown, Idele SS# 438-34-5466	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 7/25/55	Backpay Period 4/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Unemployed				97.26	97.26		97.26

Total Net Backpay 454.80

Brown, Marguerite SS# 437-32-3895	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 7/19/55	Backpay Period 4/14/55 to 7/19/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	St. Charles Hotel	142.12		25.12	332.42	357.54	142.12	215.42
	Streckfus Steamer Inc. night employment—not considered interim employment 128.30							
1955-3	St. Charles Hotel	40.65			71.26	71.26		71.26
	Streckfus Steamers Inc. not considered interim employment.							

Total Net Backpay 286.68

Brumfield, Ruth
SS# 434-20-4600

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Operated home laundry	120.00		25.12	379.18	404.30	120.00	284.30
1955-3	"	210.00			410.00	410.00	210.00	200.00
1955-4	"	150.00			335.05	335.05	150.00	185.05
1956-1	"	255.00		16.65	526.15	542.83	255.00	287.83
1956-2	"	180.00			444.02	444.02	180.00	264.02
1956-3	"	210.00		28.92	428.10	457.02	210.00	247.02
1956-4	"	180.00		10.36	350.68	361.04	180.00	181.04
1957-1	"	210.00			494.81	494.81	210.00	284.81
1957-2	"	180.00		28.39	440.65	469.04	180.00	289.04
1957-3	"	210.00			449.21	449.21	210.00	239.21
1957-4	"	180.00			372.26	372.26	180.00	152.26
1958-1	"	210.00		11.05	436.48	447.53	210.00	237.53
1958-2	"	210.00		26.78	471.11	497.89	210.00	387.89
1958-3	"	180.00			427.68	427.68	180.00	247.68
1958-4	"	180.00			449.85	449.85	180.00	269.85
1959-1	"	240.00		14.69	575.47	590.16	240.00	450.16

Total Net Backpay Through 2nd Quarter 1961 4307.69

Bryant, Miriam
SS# 435-34-0858

Date of Application for Reinstatement 4/27/55

Date Reinstated or Offered Reinstatement 5/12/55

Backpay Period 5/5/55 to 5/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Asher Laundry	19.78			69.72	69.72	19.78	49.94

Total Net Backpay 49.94

Burkhalter,
Ola Mae
SS# 438-36-1491

Date of Application for Reinstatement
4/4/55

Date Reinstated or Offered Reinstatement
4/28/55

Backpay Period
4/13/55 to 4/28/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				69.16	69.16		69.16

Total Net Backpay 69.16

Burns,
Elizabeth
SS# 436-26-0851

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: 7/12/55

Backpay Period: 4/14/55 to 7/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				38.76	38.76		38.76

Total Net Backpay 396.30

Burns, Hazel
SS# 437-44-1617

Date of Application for Reinstatement
10/13/55

Date Reinstated or Offered Reinstatement
No Proper Reinstatement

Backpay Period
10/21/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-4	Unemployed				242.96	242.96		242.96
1956-1	"			16.65	526.18	542.83		542.83
1956-2	"				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	"			10.36	350.68	361.04		361.04
1957-1	"				494.81	494.81		494.81
1957-2	Southern Produce	108.00		28.39	440.65	469.04	108.00	361.04
1957-3 (7/1-9/14)	"	1.00			377.35	377.35	1.00	376.35
1957-4	"	341.50			372.26	372.26	341.50	30.76
1958-1	"	234.75		11.05	436.48	447.53	234.75	212.78
1958-2	"	55.25		26.78	471.11	497.89	55.25	442.64
1958-3	Unemployed				427.68	427.68		427.68
1958-4 (10/1-10/25)	"				195.70	195.70		195.70

Burns,
Hazel
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
10/26-end of quarter—Excepted—Pregnancy								
1959-1 (2/25-End of Quarter)	Unemployed				187.76	187.76		187.76
1/1-1/25	Excepted—pregnancy							
1959-2	Unemployed				469.25	469.25		469.25
1959-3	Southern Produce	439.13		31.33	515.02	546.35	439.13	107.22
1960-1	"	185.75			579.97	579.97	185.75	394.22
1960-2	"	320.50		32.73	469.83	502.56	320.50	182.06
1960-3	" (Assumed)	Est. 320.50			488.56	488.56	320.50	168.06
1960-4	"	" 320.50			439.80	439.80	320.50	119.30
1961-1	"	" 320.50		27.02	418.03	445.05	320.50	124.55
1961-2	"	" 320.50		31.98	538.75	570.73	320.50	250.23

Total Net Backpay Through 2nd Quarter 1961 6592.28

Campbell, Rose SS# 438-34-9664	Date of Application for Reinstatement 5/18/55	Date Reinstated or Offered Reinstatement 4/15/56	Backpay Period 5/26/55 to 4/15/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Self employed	20.00		25.12	145.48	170.60	20.00	150.60
1955-3	"	54.00			410.00	410.00	54.00	356.00
1955-4	"	54.00			335.05	335.05	54.00	281.05
1956-1	"	54.00		16.65	526.18	542.83	54.00	488.83
1956-2	"	8.32			72.65	72.65	8.32	64.33

Total Net Backpay 1340.81

Carr,
Katie Ruth
SS# 435-42-5266

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 7/25/55

Backpay Period 4/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Haspel Bros. Inc.	268.02		25.12	332.42	357.54	268.02	89.52
1955-3	"	62.69			97.27	97.27	62.69	34.58

Total Net Backpay 124.10

Carter,
Mary Louise
SS# Unknown

Date of
Application for Reinstatement
4/11/55

Date Reinstated or
Offered Reinstatement
4/25/55

Backpay Period
4/18/55 to 4/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown				31.81	31.81		31.81

Total Net Backpay 31.81

Cerf,
Raymond
SS# 433-10-4334

Date of Application for Reinstatement 4/19/55

Date Reinstated or Offered Reinstatement 5/19/55

Backpay Period 4/26/55 to 5/19/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Self employed	120.00			201.79	201.79	120.00	81.79

Total Net Backpay 81.79

Cheri, Miriam
SS# 435-38-7266

Date of Application for Reinstatement
5/3/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
5/11/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	212.62	237.74		237.74
1955-3	Seg-Mar Inc.	372.87			410.00	410.00	372.87	37.13
1956-1	"	420.61		16.65	526.18	542.83	420.61	122.22
1956-3	"	382.75		28.92	428.10	457.02	382.75	74.27
1957-1	"	453.13			494.81	494.81	453.13	41.68
1957-3	"	429.75			449.21	449.21	429.75	19.46
1958-1	"	428.75		11.05	436.48	447.53	428.75	18.78
1958-2	"	468.25		26.78	471.11	497.89	468.25	29.64
1958-3	"	375.13			427.68	427.68	375.13	52.55
1958-4	"	428.00			449.85	449.85	428.00	21.85
1959-1	"	454.38		14.69	575.47	590.16	454.38	135.78
1959-3	"	441.25		31.33	515.02	546.35	441.25	105.10
1960-1	"	154.36			579.97	579.97	154.36	425.61

Cheri,
Miriam
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1960-2	Seg-Mar Inc.	335.51		32.73	469.83	502.26	335.51	167.05
1960-3	"	457.39			488.56	488.56	457.39	31.17
1961-2	Seg Mar (assumed)	Est. 457.39		31.98	538.75	570.73	457.39	113.34

Total Net Backpay Through 2nd Quarter 1961 1632.97

Clay,
Helen
SS# 433-03-7786

Date of
Application for Reinstatement
4/5/55

Date Reinstated or
Offered Reinstatement
9/22/55

Backpay Period
4/14/55 to 9/20/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown			25.12	332.42	357.54		357.54
1955-3	Unknown				353.65	353.65		353.65

Total Net Backpay 711.19

Clements,
Lillie Mae
SS# 439-30-8679

Date of
Application for Reinstatement
4/5/55

Date Reinstated or
Offered Reinstatement
3/29/56

Backpay Period
4/14/55 to 3/29/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				410.00	410.00		410.00
1955-4	"				335.05	335.05		335.05
1956-1 (to 3/29/56)	"			16.65	511.72	528.37		528.37

Total Net Backpay 1630.96

Coaston, Lucille
SS# 439-22-2104

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
7/11/55

Backpay Period
4/14/55 to 7/11/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	National Service Industrial Life Insurance	253.80		25.12	332.42	357.54	253.80	103.74
1955-3	Unemployed				32.26	32.26		32.26

Total Net Backpay 136.00

Coleman, Wilhelmina (Woods)
SS# Unknown

Date of Application for Reinstatement 4/21/55

Date Reinstated or Offered Reinstatement 8/19/55

Backpay Period 4/29/55 to 8/19/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown			25.12	263.25	288.23		288.37
1955-3	Unknown				217.34	217.34		217.34

Total Net Backpay 505.71

Columbus,
Juanita
SS# 435-22-9101

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 7/15/55

Backpay Period 4/14/55 to 7/15/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Haspel Bros.	342.92		25.12	332.42	357.54	342.92	14.62
1955-3	"	56.00			58.26	58.26	56.00	2.26

Total Net Backpay 16.88

Cooper, Bessie (Lee) SS# 439-30-1889	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed							
1955-3	Domestic Work—Mrs. Jones	30.51		25.12	332.42	357.54		357.54
	" Mrs. Williams	47.46			410.00	410.00	77.97	332.03
1955-4	" Mrs. Jones	13.56						
	" Mrs. Williams	20.34			65.11	65.11	33.90	31.21
(10/1-10/15) 10/15-End of Quarter Excepted—Pregnancy								
1956-1	Domestic Work—Mrs. Jones	74.58						
	" Mrs. Williams	111.87		16.65	374.31	390.96	186.45	204.51
(1/15-End of Quarter) 12/11-1/14 Excepted—Pregnancy								
1956-2	Domestic Work—Mrs. Jones	88.14						
	" Mrs. Williams	132.21			444.02	444.02	220.35	223.67
1956-3	" Mrs. Jones	88.14						
	" Mrs. Williams	132.21		28.92	428.10	457.02	220.35	236.67
1956-4	" Mrs. Jones	88.14						
	Mrs. Williams	132.21		10.36	350.63	361.04	220.35	140.69
1957-1	" Mrs. Jones	88.14						
	Mrs. Williams	132.21			494.81	494.81	220.35	274.46
1957-2	" Mrs. Jones	88.14						
	Mrs. Williams	132.21		28.39	440.65	469.04	220.35	248.69

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1957-3	Domestic Work—Mrs. Jones	88.14						
	Mrs. Williams	132.21			449.21	449.21	220.35	228.86
1957-4	" Mrs. Jones	88.14						
	Mrs. Williams	132.21			372.26	372.26	220.35	151.91
1958-1	" Mrs. Jones	88.14						
	Mrs. Williams	132.21		11.05	436.48	447.53	220.35	227.18
1958-2	" Mrs. Jones	88.14						
	Mrs. Williams	132.21		26.78	471.11	497.89	220.35	277.54
1958-3	" Mrs. Jones	30.51						
	Mrs. Williams	50.26						
	B. F. Davis	134.18			427.68	427.68	214.95	212.73
1959-1	"	417.31		14.69	575.47	590.16	417.31	172.85
1959-3	"	475.16		31.33	515.02	546.35	475.16	71.19
1959-4	"	399.96		19.33	383.40	402.73	399.96	2.77
1960-1	"	411.74			579.97	579.97	411.74	168.23
1960-3	"	399.36						
	Domestic Work	75.46			488.56	488.56	474.82	13.74
1960-4	"	210.31			439.80	439.80	210.31	229.49
1961-1	" (Assumed)	Est. 210.31		27.02	418.03	445.05	210.31	234.74
1961-2	" "	" 210.31		31.98	538.75	570.73	210.31	360.42

Total Net Backpay Through 2nd Quarter 1961 4401.12

Cornish, Estella SS# 435-40-2098	Date of Application for Reinstatement 7/15/55	Date Reinstated or Offered Reinstatement None				Backpay Period 7/15/55 to present		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Unemployed Worked YWCA Saturdays & Sundays —not included in interim (130.00)				351.73	351.73		351.73
1955-4	Nolan Marshall Photographers YWCA—not included (140.00)	75.85			335.05	335.05	75.85	259.20
1956-1	Unemployed YWCA—not included (130.00)			16.65	526.18	542.83		542.83
1956-2	Unemployed				145.90	145.90		145.90
(4/1-5/1)	YWCA—not included (70.00)							
5/1-End of Quarter—Excepted—Pregnancy								
1956-3	Unemployed				110.66	110.66		110.66
(9/1-end of quarter)								
6/23-9/1	Excepted—Pregnancy							
1956-4	Unemployed			10.36	350.68	361.04		361.04

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1957-1	Unemployed				494.81	494.81		494.81
1957-2	"			28.39	440.65	469.04		469.04
1957-3	"				449.21	449.21		449.21
1957-4	"				372.26	372.26		372.26
1958-1	"			11.05	436.48	447.53		447.53
1958-2	Unemployed			26.78	471.11	497.89		497.89
1958-3	"				427.68	427.68		427.68
1958-4	"				449.85	449.85		449.85
1959-1	"			14.69	234.46	249.15		249.15

(12/13/58-2/1/59)

2/1-End of Quarter—Excepted—Pregnancy

Total Net Backpay Through 2nd Quarter 1961 5,628.78

Coston, Ethel
SS# 434-48-8647

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
5/23/55

Backpay Period
4/14/55 to 5/23/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	B. F. Goodrich Tire Co.	128.06			192.97	192.97	128.06	64.91

Total Net Backpay 64.91

Courseault, Shirley M. (Mercadel)
SS# 439-26-8964

Date of Application for Reinstatement
4/8/55

Date Reinstated or Offered Reinstatement
5/16/55

Backpay Period
4/19/55 to 5/16/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	International House	102.96			120.50	120.50	102.96	17.54

Total Net Backpay 17.54

Crawford, Shirley
SS# 438-40-8191

Date of Application for Reinstatement
5/4/55

Date Reinstated or Offered Reinstatement
7/12/55

Backpay Period
5/12/55 to 7/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	206.29	231.41		231.41
1955-3	"				38.76	38.76		38.76

Total Net Backpay 270.17

Cropper, Clara SS# 438-42-8335		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 4/25/55			Backpay Period 4/14/55 to 4/25/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				43.72	43.72		43.72
						Total Net Backpay		43.72

Dandridge, Dorothy
SS# 438-36-6257

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Rochelle Investment Corp.	51.75						
	Southern Manhattan Infantswear	203.07			410.00	410.00	254.82	155.18
1955-4	"	219.80						
	Schram Bros.	57.76			335.05	335.05	277.56	57.49
1956-1	"	396.43						
	Southern Manhattan	40.00		16.65	526.18	542.83	436.43	106.40
1956-2	Schram Brothers	249.18			444.02	444.02	249.18	194.84
1956-3	"	79.66		28.92	428.10	457.02	79.66	377.36
1956-4	Rochelle Investment Corp.	99.81		10.36	350.68	361.04	99.81	261.23
1957-1	Greyhound Corp.	113.77			494.81	494.81	113.77	381.04
1958-2	Unknown			26.78	471.11	497.89		497.89
1958-3	"				427.68	427.68		427.68

Dandridge,
Dorothy
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-4	Unknown				449.85	449.85		449.85
1959-1	"			14.69	575.47	590.16		590.16
1959-2	Schram Brothers	55.46			468.25	468.25	55.46	412.79
1960-1	Cute Togs	471.29			579.97	579.97	471.29	108.68
1960-2	Cute Togs	275.75		32.73	469.83	502.56	275.75	226.81
1960-3	"	280.65			488.56	488.56	280.65	207.91
1960-4	Unknown				439.80	439.80		439.80
1961-1	"				445.05	445.05		445.05
1961-2	"			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 6268.43

Darensbourg, Irma Ray
SS# 437-46-4246

Date of Application for Reinstatement
6/17/55

Date Reinstated or Offered Reinstatement
9/1/55

Backpay Period
6/27/55 to 9/1/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Southern Manhattan	100.01						
	Morrisons	121.64			273.93	273.93	221.65	52.28

Total Net Backpay 52.28

Davis,
Elvera L.
SS# 434-46-8081

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
7/20/55

Backpay Period
4/14/55 to 7/20/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Southern Manhattan	7.88		25.12	332.42	357.54	7.88	349.66
1955-3	"	46.69			77.76	77.76	46.69	31.07

Total Net Backpay 380.73

Davis, Georgianna (Dervisa)
SS# 436-48-1662

Date of Application for Reinstatement
4/15/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/25/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	288.69	313.81		313.81
1955-3	Excepted—Pregnancy							
1955-4	Excepted—Pregnancy							
1959-3	New Hotel Monteleone	41.60		31.33	515.02	546.35	41.60	504.75
1959-4	New Hotel Monteleone	109.20						
	Mercy Hospital	55.72			335.05	335.05	164.92	170.13

Total Net Backpay Through 2nd Quarter 1961 988.69

Davis, Lenora SS# 439-32-6349		Date of Application for Reinstatement 3/17/55		Date Reinstated or Offered Reinstatement None				Backpay Period 3/25/55 to Present	
Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Unemployed					37.74	37.74		37.74
1955-2	L. Frank & Co.		371.09		25.12	380.09	405.21	371.09	34.12
1956-1	"		420.65		16.65	526.18	542.83	420.65	122.18
1957-1	"		482.13			494.81	494.81	482.13	12.68
1958-2	"		445.88		26.78	471.11	497.89	445.88	52.01
1959-1	"		492.26		14.69	575.47	590.16	492.26	97.90
1960-1	"		468.38			579.97	579.97	468.38	111.59
1961-2	"	(Assumed)	Est. 515.63		31.98	538.75	570.73	515.63	55.10

Total Net Backpay Through 2nd Quarter 1961 523.32

Davis, Thelma (Mathews)
SS# 433-42-1981

Date of Application for Reinstatement 4/1/55

Date Reinstated or Offered Reinstatement 5/30/55

Backpay Period 4/8/55 to 5/30/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				290.19	290.19		290.19

Total Net Backpay 290.19

Delpit, Gloria SS# 438-34-6813	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement None				Backpay Period 4/14/55 to present	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Valloit & Dreux Restaurant	189.54						
	Uniforms—Valloft & Dreux		16.50	25.12	332.42	357.54	173.04	184.50
1955-3	Valloft & Dreux	37.50						
	Finest Foods, Inc.	50.75			410.00	410.00	85.25	324.75
	Uniforms—Valloft & Dreux		3.00					
1955-4	Port Restaurant	240.00			335.05	335.05	240.00	95.05
1956-1	"	240.00		16.65	526.18	542.83	240.00	302.83
1956-2	"	240.00			444.02	444.02	240.00	204.02
1956-3	Entire Quarter—Excepted—Illness							
1956-4	St. Charles Hotel	189.04		10.36	350.68	361.04	189.04	172.00
1957-1	"	83.29						
	B. F. Davis Garment Co.	17.94			494.81	494.81	101.23	393.58
1957-3	"	318.00			449.21	449.21	318.00	131.21
1957-4	(9/28-10/12) Katz & Besthoff	60.60			73.81	73.81	60.60	13.21
	(10/12-end of quarter) Excepted—Illness							
1960-1	New Olreans Roosevelt Corp. (12/13/59-1/16/60)	66.02			153.43	153.43	66.02	87.41
					Total Net Backpay Through 2nd Quarter 1961			1908.56

Delpit, Methilda
SS# 433-03-7785

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
8/15/55

Backpay Period
4/14/55 to 8/15/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Finest Foods, Inc.	62.00		25.12	332.42	357.54	132.00	225.54
	Jos. J. Toomey	70.00						

Total Net Backpay 225.54

Denley, Alice T. (Gabriel)
SS# 434-44-3732

Date of Application for Reinstatement
7/28/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
8/5/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Unemployed				256.14	256.14		256.14
1956-2	Louisiana Garment Co., Inc.	405.04			444.02	444.02	405.04	38.98
1956-3	"	164.90		28.92	428.10	457.02	164.90	292.12
1956-4	"	296.80		10.36	350.68	361.04	296.80	64.24
1957-2	"	430.30		28.39	440.65	469.04	430.30	38.74
1957-3	Unemployed				449.21	449.21		449.21
1957-4	"				372.26	372.26		372.26
1958-1	"			11.05	436.48	447.53		447.53
1958-2	"			26.78	471.11	497.89		497.89
1958-4	Cute Togs of N.O., Inc.	438.31			449.85	449.85	438.31	11.54
1959-1	"	530.81		14.69	575.47	590.16	530.81	59.35
1959-2	"	417.20			468.25	468.25	417.20	51.05
1959-3	Haspel Bros., Inc.	4.00						

Denley, Alice T.
(Gabriel)
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
	Cute Togs of N.O., Inc.	500.12		31.33	515.02	546.35	504.12	42.23
1960-1	"	570.90			579.97	579.97	570.90	9.07
1960-2	"	234.94		32.73	469.83	502.56	234.94	267.62
1960-3	Unknown				488.56	488.56		488.56
1960-4	Unknown				439.80	439.80		439.80
1961-1	"			27.02	418.03	445.05		445.05
1961-2	"			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 4,842.11

Dixon, Gloria
SS# 554-36-3121

Date of Application for Reinstatement: 4/22/55

Date Reinstated or Offered Reinstatement: None

Backpay Period: 5/3/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-4	Famous Sternberg	180.00						
	Baumer Foods	35.63			335.05	335.05	215.63	119.42
1956-1	"	81.76						
	City of New Orleans	195.00		16.65	526.18	542.83	276.76	266.07
1956-2	"	415.62			444.02	444.02	415.62	28.40
1956-3	"	420.00		28.93	428.10	457.02	420.00	37.02
1957-1	"	450.00			494.81	494.81	450.00	44.81
1957-2	"	450.00		28.39	440.65	469.04	450.00	19.04
1957-3	"	380.77			449.21	449.21	380.77	68.44
1958-1	"	443.10		11.05	436.48	447.53	443.10	4.43
1959-1	"	443.10		14.69	575.47	590.16	443.10	147.06
1959-3	"	443.10		31.33	515.02	546.35	443.10	103.25
1960-1	"	470.76			579.97	579.97	470.76	109.21
1961-2	" (Assumed)	Est. 549.22		31.98	538.75	570.73	549.22	21.54

Total Net Backpay Through 2nd Quarter 1961 968.69

Drake, Elizabeth SS# 433-14-1338	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 4/25/55	Backpay Period 4/14/55 to 4/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				43.72	43.72		43.72

Total Net Backpay 43.72

Duckett,
Norma
SS# 438-20-5552

Date of
Application for Reinstatement
4/5/55

Date Reinstated or
Offered Reinstatement
8/3/55

Backpay Period
4/14/55 to 8/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Haspel Bros.	3.00		25.12	332.42	357.54	3.00	354.54
1955-3	Unemployed				141.30	141.30		141.30

Total Net Backpay 495.84

Dufauchard, Arthemise
SS# 435-16-2635

Date of Application for Reinstatement
4/8/55

Date Reinstated or Offered Reinstatement
4/28/55

Backpay Period
4/18/55 to 4/28/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				57.24	57.24		57.24

Total Net Backpay 57.24

Dunn,
Stella
SS# 437-32-3917

Date of Application for Reinstatement 7/15/55

Date Reinstated or Offered Reinstatement 12/2/58

Backpay Period 7/22/55 to 12/2/58

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Unemployed				319.23	319.23		319.23

Total Net Backpay 319.23

Eddington, Isabella SS# Unknown	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 4/25/55	Backpay Period 4/14/55 to 4/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown				48.73			48.73

Total Net Backpay 48.73

Edgerson, Shirley M. SS# 435-38-7675		Date of Application for Reinstatement 1/11/55		Date Reinstated or Offered Reinstatement 3/7/61				Backpay Period 1/17/55 to 3/7/61	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Schram Bros. (Assumed)	Est. 350.00		25.12	332.42	357.54	350.00	7.54
1955-3	" "	" 350.00			410.00	410.00	350.00	60.00
1956-1	" "	" 350.00		16.65	526.18	542.83	350.00	192.83
1956-2	" "	" 350.00			444.02	444.02	350.00	94.02
1956-3	" "	" 350.00		28.92	428.10	457.02	350.00	107.02
1956-4	" "	" 350.00		10.36	350.68	361.04	350.00	11.04
1957-1	" "	" 350.00			494.81	494.81	350.00	144.81
1957-2	" "	" 350.00		28.39	440.65	469.04	350.00	119.04
1957-3	" "	" 350.00			449.21	449.21	350.00	99.21
1958-1	Mrs. B. T. Brown	" 390.00		11.05	436.48	447.53	390.00	57.53
1958-2	"	" 390.00		26.78	471.11	497.89	390.00	107.89
1958-3	"	" 390.00			427.68	427.68	390.00	37.68
1958-4	"	" 390.00			449.85	449.85	390.00	59.85
1959-1	"	" 390.00		14.69	575.47	590.16	390.00	200.16

Edgerson,
Shirley
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-2	Mrs. B. T. Brown	Est. 390.00			468.25	468.25	390.00	78.25
1959-3	"	" 390.00		31.33	515.02	546.35	390.00	156.35
1959-4	"	" 390.00		19.33	383.40	402.73	390.00	12.73
1960-1	"	" 390.00			579.97	579.97	390.00	189.97
1960-2	"	" 390.00		32.73	469.83	502.56	390.00	112.56
1960-3	"	" 390.00			488.56	488.56	390.00	98.56
1960-4	Schram Bros.	" 350.00			439.80	439.80	350.00	89.80
1961-1	"	" 280.00						
(Beginning of quarter to 3/7)	Tulane University	45.00		27.02	346.95	373.97	325.00	48.97

Total Net Backpay 2085.81

Evans, Alice SS# 436-36-0149	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 7/12/55	Backpay Period 4/14/55 to 7/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Finest Foods, Inc. (4/14 to end of quarter)	66.50		25.12	332.42	357.54	66.50	291.04

Total Net Backpay 291.04

Farria, Vivian
SS# 435-22-2391

Date of Application for Reinstatement
6/10/55

Date Reinstated or Offered Reinstatement
8/8/55

Backpay Period
6/20/55 to 8/8/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown				33.04	33.04		33.04
1955-3	"				160.15	160.15		160.15

Total Net Backpay 193.19

Ferguson, Pearl SS# 437-38-0136	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement 8/8/55	Backpay Period 4/19/55 to 8/8/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Delerna's Restaurant) F. W. Woolworth) New Orleans Laundries)	154.76		25.12	314.13	339.25	154.76	184.49
1955-3	Delerna's Restaurant	20.00			160.15	160.15	20.00	140.15

Total Net Backpay 324.64

Fernandez, Minnie Mae
SS# 410-32-3093

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Isaac—day work	12.00		25.12	332.42	357.54	12.00	345.54
1955-3	"	15.00						
	E. H. Blum	15.00						
	Price Candy Co.	26.70			410.00	410.00	56.70	353.30
1955-4	E. H. Blum	219.32			335.05	335.05	219.32	115.73
1956-1	"	360.01		16.65	526.18	542.83	360.01	182.82
1956-3	"	257.30		28.92	428.10	457.02	257.30	199.72
1956-4	"	343.60		10.36	350.68	361.04	343.60	17.44
1957-1	"	365.50			494.81	494.81	365.50	129.31
1957-3	"	438.25			449.20	449.21	438.25	10.96
1957-4	"	135.60			372.26	372.26	135.60	236.66
1958-1	"	108.40						
	Shreveport Garment Co.	209.10		11.05	436.48	447.53	317.50	130.03

Fernandez,
Minnie Mae
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-2	Shreveport Garment Co.	396.50		26.78	471.11	497.89	396.50	101.39
1958-4	"	270.30			449.85	449.85	270.30	179.55
1959-2	B. F. Davis Garment Co.	262.58			468.25	468.25	262.58	205.67
1959-3	Louisiana Garment Co.	262.25		31.33	515.02	546.35	262.25	284.10
1960-1	"	449.00			579.97	579.97	449.00	130.97
1960-2	"	304.30		32.73	469.83	502.56	304.30	198.26
1960-3 (9/3-9/30)	Unemployed				131.90	131.90		131.90
6/26-9/2	Excepted--ill							

Total Net Backpay Through 2nd Quarter 1961 2953.35

Fontenberry, Cleo
SS# 438-34-5859

Date of Application for Reinstatement
11/4/55

Date Reinstated or Offered Reinstatement
1/24/56

Backpay Period
11/14/56 to 1/24/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-4	Foundation Hospital	120.84			136.18	136.18	120.84	15.34
1956-1	"	187.30		16.65	189.85	206.50	187.30	19.20

Total Net Backpay 34.54

Foreman,
Ethel M.
SS# 438-34-6584

Date of Application for Reinstatement
7/11/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
7/19/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Mrs. McKnight & others—days work	210.00			377.74	377.74	210.00	167.74
1955-4	"	120.00						
	Irwin's Restaurant	99.00			335.05	335.05	219.00	116.05
1956-1	"	234.00		16.65	526.18	542.83	234.00	308.83
1956-2	"	24.00						
	Mrs. McKnight & others	220.00			444.02	444.02	244.00	200.02
1956-3	"	280.00		28.92	428.10	457.02	280.00	177.02
1956-4	"	240.00		10.36	350.68	361.04	240.00	121.04
1957-1	"	280.00			494.81	494.81	280.00	214.81
1957-2	"	240.00						
	Lyn Bishop—Clematis Laundry	41.85		28.39	440.65	469.04	281.85	187.19
1957-3	"	325.00			449.21	449.21	325.00	124.21
1957-4	"	350.00			372.26	372.26	350.00	22.26
1958-1	"	300.00		11.05	436.48	447.53	300.00	147.53
1958-2	"	351.00		26.78	471.11	497.89	351.00	146.89

Foreman,
Ethel M.
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-3	Lyn Bishop—Clematis Laundry	325.00			427.68	427.68	325.00	102.68
1958-4	"	350.00			449.85	449.85	350.00	99.85
1959-1	"	300.00		14.69	575.47	590.16	300.00	290.16
1959-2	"	350.00			468.25	468.25	350.00	118.25
1959-3	"	325.00		31.33	515.02	546.35	325.00	221.35
1959-4	"	325.00		19.33	383.40	402.73	325.00	77.73
1960-1	"	325.00			579.97	579.97	325.00	254.97
1960-2	"	325.00		32.73	469.83	502.56	325.00	177.56
1960-3	"	325.00			488.56	488.56	325.00	163.56
1960-4	"	325.00			439.80	439.80	325.00	114.80
1961-1	"	325.00		27.02	418.03	445.05	325.00	120.05
1961-2	" (assumed)	Est. 350.00		31.98	538.75	570.73	350.00	220.73

Total Net Backpay Through 2nd Quarter 1961 3895.28

Fountain,
Genever
SS# 433-40-7167

Date of
Application for Reinstatement
4/5/55

Date Reinstated or
Offered Reinstatement
5/2/55

Backpay Period
4/14/55 to 5/2/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				75.53	75.53		75.53

Total Net Backpay 75.53

Francis, Edna
SS# 438-48-8321

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement Not Proper Reinstatement

Backpay Period 4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3 (8/14-end of quarter) 6/26-8/14—Excepted—Illness								
	Rutter-Rex	48.02			218.06	218.06	48.02	170.04
1955-4	Unemployed				335.05	335.05		335.05
1957-4	Mrs. George Kussman	80.00			372.26	372.26	80.00	292.26
1958-1	"	260.00		11.05	436.48	447.53	260.00	187.53
1958-2	"	280.00		26.78	471.11	497.89	280.00	217.89
1958-3 (6/29-7/27) (7/28-end of quarter)—Excepted—Pregnancy	"	80.00			129.47	129.47	80.00	49.47
1958-4 (11/2-12/13)	Unemployed				215.71	215.71		215.71
9/21-11/1	Excepted—Pregnancy							
1959-1	Unemployed			14.69	575.47	590.16		590.16

Francis,
Edna
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-2	Unemployed				468.25	468.25		468.25
1959-3	Schram Brothers	14.60		31.33	515.02	546.35	14.60	531.75
1959-4	Unemployed			19.33	383.40	402.73		402.73
1960-1	"				579.97	579.97		579.97
1960-2	Unknown			32.73	469.83	502.56		502.56
1960-3	"				488.56	488.56		488.56
1960-4	"				439.80	439.80		439.80
1961-1	"			27.02	418.03	445.05		445.05
1961-2	"			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 6487.51

Franklin, Zearlee
SS# 435-38-9474

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
5/16/55

Backpay Period
4/14/55 to 5/16/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				138.79	138.79		138.79
					Total Net Backpay			138.79

Fulton, Vera
SS# 438-28-9239

Date of Application for Reinstatement
4/8/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/19/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Orleans Parish School Board	97.02		25.12	314.13	339.25	97.02	242.23
1955-3	"	45.50			410.00	410.00	45.50	364.50
1955-4	"	227.50			335.05	335.05	227.50	107.55
1956-1	"	227.50						
	Schram Bros.	2.25		16.65	526.18	542.83	229.75	313.08
1956-2	Orleans Parish School Board	192.50			444.02	444.02	192.50	251.52
1956-3	"	69.90		28.92	428.10	457.02	69.90	387.12
1956-4	"	299.00		10.36	350.68	361.04	299.00	62.04
1957-1	"	340.50			494.81	494.81	340.50	154.31
1957-2	"	291.50		28.39	440.65	469.04	291.50	177.54
1957-3	"	31.20			449.21	449.21	31.20	418.01
1957-4	"	338.00			372.26	372.26	338.00	34.26
1958-1	"	338.00		11.05	436.48	447.53	338.00	109.53
1958-2	"	286.00		26.78	471.11	497.89	286.00	211.89

Fulton,
Vera
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-3	Orleans Parish School Board	72.80			427.68	427.68	72.80	354.88
1958-4	"	364.00			449.85	449.85	364.00	85.85
1959-1	"	312.00		14.69	575.47	590.16	312.00	278.16
1959-2	"	280.80			468.25	468.25	280.80	187.45
1959-3	"	61.60		31.33	515.02	546.35	61.60	484.75
1959-4	"	392.00		19.32	383.40	402.73	392.00	10.73
1960-1	"	336.00			579.97	579.97	336.00	243.97
1960-2	"	348.00		32.73	469.83	502.56	348.00	154.56
1960-3	"	87.00			488.56	488.56	87.00	401.56
1960-4	" (assumed)	Est. 290.75			439.80	439.80	290.75	154.30
1961-1	" "	" 290.75		27.02	418.03	445.05	290.75	279.98
1961-2	" "	" 290.75		31.98	538.75	570.73	290.75	149.05

Total Net Backpay Through 2nd Quarter 1961 5618.82

Gabriel, Geneva SS# 435-34-4046		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 7/25/55			Backpay Period 4/14/55 to 7/25/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Avon Products	68.82			97.27	97.27	68.82	28.45

Total Net Backpay 385.99

Gamble, Indiana (Plummer) SS# 439-30-5048 | Date of Application for Reinstatement 4/5/55 | Date Reinstated or Offered Reinstatement None | Backpay Period 4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Costume Center	220.00		25.12	332.42	357.54	220.00	137.54
1955-3	"	280.00			410.00	410.00	280.00	130.00
1955-4	"	200.00			335.05	335.05	200.00	135.05
1956-1	"	320.00		16.65	526.18	542.83	320.00	222.83
1956-2	"	240.00			444.02	444.02	240.00	204.02
1956-3	"	280.00		28.92	428.10	457.02	280.00	177.02
1956-4	"	240.00		10.36	350.68	361.04	240.00	121.04
1957-1	"	280.00			494.81	494.81	280.00	214.81
1957-2	"	240.00		28.39	440.65	469.04	240.00	229.04
1957-3	"	280.00			449.21	449.21	280.00	169.21
1957-4	"	220.00			372.26	372.26	220.00	152.26
1958-1	"	260.00		11.05	436.48	447.53	260.00	187.53
1958-2	"	280.00		26.78	471.11	497.89	280.00	217.89

Gamble, Indiana
(Plummer)
Page 2

Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-3	Costume Center		240.00			427.68	427.68	240.00	187.68
1958-4	"		240.00			449.85	449.85	240.00	209.85
1959-1	"		300.00		14.69	575.47	590.16	300.00	290.16
1959-2	"		240.00			468.25	468.25	240.00	228.25
1959-3	"		280.00		31.33	515.02	546.35	280.00	266.35
1959-4	"		200.00		19.33	383.40	402.73	200.00	202.73
1960-1	"		300.00			579.97	579.97	300.00	297.97
1960-2	"		240.00		32.73	469.83	502.56	240.00	262.56
1960-3	"		280.00			488.56	488.56	280.00	208.56
1960-4	"		240.00			439.80	439.80	240.00	199.80
1961-1	"	(assumed)	est. 240.00		27.02	418.03	445.05	240.00	205.05
1961-2	"	"	" 280.00		31.98	538.75	570.73	280.00	290.73

Total Net Backpay Through 2nd Quarter 1961 5147.93

Gant, Mary
SS# 439-14-6942

Date of Application for Reinstatement 4/8/55

Date Reinstated or Offered Reinstatement 7/18/55

Backpay Period 4/14/55 to 7/18/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Jackson Terrace	88.00		25.12	332.42	357.54	88.00	269.54
1955-3	Jackson Terrace	24.00			97.27	97.27	24.00	73.27

Total Net Backpay 342.81

Green, Dorothy SS# 426-16-9767		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 12/5/56			Backpay Period 4/14/55 to 12/5/56	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				410.00	410.00		410.00
1955-4	"				335.05	335.05		335.05
1956-1	"			16.65	526.18	542.83		542.83
1956-2	"				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	"				269.69	269.69		269.69

Total Net Backpay 2,816.15

Green, Genevieve
SS# 438-34-9398

Date of Application for Reinstatement
11/9/55

Date Reinstated or Offered Reinstatement
8/28/56

Backpay Period
11/17/55 to 8/28/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-4	Unknown				116.80			116.80
1956-1	Unknown			16.65	526.18	542.83		542.83
1956-2	"				444.02	444.02		444.02
1956-3	"			28.92	242.62	271.54		271.54

Total Net Backpay 1375.19

Green, Herise SS# 436-28-2173		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 6/20/55			Backpay Period 4/14/55 to 6/20/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	New Orleans Laundries	50.07						
	Marlin Candies, Inc.	39.00			312.62	312.62	89.07	223.55
						Total Net Backpay		223.55

Green,
Jimmie Lou
SS# 435-42-5150

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Grace Hess	233.75		25.12	332.42	357.54	233.75	123.79
1955-3	"	85.00						
(6/26-8/12)								
(9/8-10/1)	Mrs. Victor Hess	25.00			297.80	297.80	110.00	187.80
8/12-9/7	Excepted—out of town							
1955-4	Mrs. Victor Hess	250.00			335.05	335.05	250.00	85.05
1956-1	"	300.00		16.65	378.05	394.70	300.00	94.70
(12/11/55-3/1/56)								
3/1-3/31	Excepted—pregnancy							
1956-2	"							
1956-3	Mrs. Victor Hess	100.00			110.66	110.66	100.00	10.66
(9/2-9/29)								
6/24-8/30	Excepted—pregnancy							
1956-4	Mrs. Victor Hess	300.00		10.36	350.68	361.04	300.00	61.04
1957-1	"	350.00			494.81	494.81	350.00	144.81
1957-2	"	300.00		28.39	440.65	469.04	300.00	169.04
1957-3	"	325.00			449.21	449.21	325.00	124.21

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1957-4	Mrs. Victor Hess	275.00			372.26	372.26	275.00	97.26
1958-1	"	350.00		11.05	436.48	447.53	350.00	97.53
1958-2	"	350.00		26.78	471.11	497.89	350.00	147.89
1958-3	"	300.00			427.68	427.68	300.00	127.68
1958-4	"	300.00			449.85	449.85	300.00	149.85
1959-1	"	400.00		14.69	575.47	590.16	400.00	190.16
1959-2	"	300.00			468.25	468.25	300.00	168.25
1959-3	"	350.00		31.33	515.02	546.35	350.00	196.35
1959-4	"	250.00		19.33	383.40	402.73	250.00	152.73
1960-1	"	432.00			579.97	579.97	432.00	147.97
1960-2	"	324.00		32.73	469.83	502.56	324.00	178.56
1960-3	"	378.00			488.56	488.56	378.00	110.56
1960-4	"	324.00			439.80	439.80	324.00	115.80
1961-1	"	360.00		27.02	418.03	445.06	360.00	85.06
1961-2	"	210.00		31.98	538.75	570.73	210.00	360.73

Total Net Backpay Through 2nd Quarter 1961 3,327.48

Green, Louise
SS# 435-28-7960

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: 4/28/55

Backpay Period: 4/14/55 to 4/28/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				62.80	62.80		62.80

Total Net Backpay 62.80

Griffin, Audrey Mae SS# 433-48-7504	Date of Application for Reinstatement 5/13/55	Date Reinstated or Offered Reinstatement None	Backpay Period 5/23/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	163.54	188.66		188.66
1955-3	Leon Godchaux Clothing Co.	80.00			410.00	410.00	80.00	330.00
1955-4	"	230.98			335.05	335.05	230.98	104.47
1956-4	Mayfair of New Orleans, Inc.	193.82		10.36	350.68	361.04	193.82	167.22
1957-1	"	280.67			494.81	494.81	280.67	214.14
1957-2	"	301.10		28.39	440.65	469.04	301.10	167.94
1957-3	"	335.17			449.25	449.25	335.17	114.04
1957-4	"	308.77			372.26	372.26	308.77	63.49
1958-1	W. T. Beall Co.	68.15		11.05	436.48	447.53	68.15	379.38
1958-2	Unemployed			26.78	471.11	497.89		497.89

Total Net Backpay Through 2nd Quarter 1961 2227.23

Griffin, Ethel (Abernathy)
SS# 439-26-5889

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
4/26/55

Backpay Period
4/14/55 to 4/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				50.08	50.08		50.08

Total Net Backpay 50.08

Griffin, Joyce M. SS# 437-32-4582		Date of Application for Reinstatement 4/8/55		Date Reinstated or Offered Reinstatement 5/23/55				Backpay Period 4/19/55 to 5/23/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	New Orleans Laundries	127.07			150.60	150.60	127.07	23.53
						Total Net Backpay		23.53

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.

Cases Nos. 15-CA-721, 15-CA-723

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Guidry, Mary A. SS# 439-20-4909	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 8/26/55	Backpay Period 4/14/55 to 8/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				255.09	255.09		255.09

Total Net Backpay 612.63

Hall,
Catherine J.
SS# Unknown

Date of Application for Reinstatement
4/20/55

Date Reinstated or Offered Reinstatement
6/3/55

Backpay Period
4/28/55 to 6/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown				240.20	240.20		240.20

Total Net Backpay 240.20

Hamilton, Veoila (Gibson) SS# 436-32-7694		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 5/2/55				Backpay Period 4/14/55 to 5/2/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				75.73	75.73		75.73
						Total Net Backpay		75.73

Harris,
Freddie
SS# 438-05-8633

Date of
Application for Reinstatement
4/5/55

Date Reinstated or
Offered Reinstatement
5/10/55

Backpay Period
4/14/55 to 5/10/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				187.77	187.77		187.77

Total Net Backpay 187.77

Haynes, Gustavia (Gale) SS# 434-46-6599		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement None			Backpay Period 4/14/55 to Present	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/3 to 4/20) (6/4 end of quarter) (4/20/ to 6/3/55) Excepted—illness			25.12	137.12	162.24		162.24
1955-3	Chicago Hat Works Chicago, Ill.	120.00			410.00	410.00	120.00	290.00
1955-4	Schram Bros.	166.00			335.05	335.05	166.00	169.05
1956-1	"	403.83		16.65	526.18	542.83	403.83	139.00
1956-2	"	136.86			444.02	444.02	136.86	307.16
1957-1	"	405.75			494.81	494.81	405.75	89.06
1957-3	"	436.58			449.21	449.21	436.58	12.63
1958-1	"	303.77		11.05	436.48	447.53	303.77	143.76
1958-2	Unemployed			26.78	471.11	497.89		497.89
1958-3	Schram Bros.	335.67			427.68	427.68	335.67	92.01

Haynes, Gustavia
(Gale)
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-4	Schram Bros.	277.26			449.85	449.85	277.26	172.59
1959-1	"	587.18		14.69	575.47	590.16	587.18	2.98
1959-2	"	333.96			468.25	468.25	333.96	134.29
1960-1	"	335.80			579.97	579.97	335.80	244.17
1960-2	"	404.40		32.73	469.83	502.56	404.40	98.16
1960-3	"	470.21			488.56	488.56	470.21	18.35
1960-4	"	230.77			439.80	439.80	230.77	209.03
1961-1	"	251.71		27.02	418.03	445.05	251.71	193.34
1961-2	"	300.19		31.98	538.75	570.73	300.19	270.54

Total Net Backpay Through 2nd Quarter 1961 3246.25

Haynes, Ida
SS# 438-34-0344

Date of Application for Reinstatement 4/22/55

Date Reinstated or Offered Reinstatement None

Backpay Period 5/3/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (5/3-5/19) (6/24-end of quarter)	Unemployed			25.12	88.25	113.37		113.37
5/19-6/23	Excepted—Ill							
1955-3	Selfemployed—Beauty Parlor	114.18						
	Supplies & equipment		11.53		410.00	410.00	102.65	307.35
1955-4	Selfemployed	103.80						
	Supplies & equipment		11.53		335.05	335.05	92.27	242.78
1956-1	Selfemployed	166.08						
	Supplies & equipment		11.53	16.65	526.18	542.83	154.55	388.28
1956-2	Selfemployed	124.56						
	Supplies & equipment		11.53		444.02	444.02	113.03	330.99
1956-3	Selfemployed	145.32						
	Supplies & equipment		11.53	28.92	428.10	457.02	133.79	323.23
1956-4	Selfemployed	124.56						
	Supplies & equipment		11.53	10.36	350.68	361.04	113.03	248.01

Haynes,
Ida
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1957-1	Selfemployed	134.94						
	Supplies & equipment		11.53		494.81	494.81	123.41	371.40
1957-2	Selfemployed	124.56						
	Supplies & equipment		11.53	28.39	440.65	469.04	113.03	356.01
1957-3	Selfemployed	145.32						
	Supplies and equipment		11.53		372.26	372.26	133.79	238.47
1957-4 (9/29-11/17)	Selfemployed	72.66			249.85	249.85	72.66	177.19
11/18-end of quarter—Excepted—Ill								
1958-2 (5/1-end of quarter)	Selfemployed	87.19		26.78	278.80	305.58	87.19	218.39
3/23-5/1	Excepted ill							
1958-3	Selfemployed	124.56			427.68	427.68	124.56	303.12
1958-4	Selfemployed	124.56			449.85	449.85	124.56	325.29
1959-1	Selfemployed	166.08		14.69	575.47	590.16	166.08	424.08

Haynes,
Ida
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Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-2	Selfemployed		124.56			468.25	468.25	124.56	343.69
1959-3	"		145.32		31.33	515.02	546.35	145.32	401.03
1959-4	"		103.80		19.33	383.40	402.73	103.80	298.93
1960-1	"		166.08			579.97	579.97	166.08	413.89
1960-2	"		124.56		32.73	469.83	502.56	124.56	378.00
1960-3	"		145.32			488.56	488.56	145.32	343.24
1960-4	"		124.56			439.80	439.80	124.56	315.24
1961-1	"	(assumed) Est.	124.56		27.02	418.03	445.05	124.56	320.49
1961-2	"	(assumed) Est.	145.32		31.98	538.75	570.73	145.32	425.41

Total Net Backpay Through 2nd Quarter 1961 7607.88

Head,
Marguerite
SS# 437-38-3140

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
5/15/55

Backpay Period
4/14/55 to 5/15/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				138.79	138.79		138.79

Total Net Backpay 138.79

Henderson, Victoria SS# 435-38-3976	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/19/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Seg-mar Inc.	130.51		25.12	314.13	339.25	130.51	208.74
1955-3	"	405.44			410.00	410.00	405.44	4.56
1956-1	"	443.02		16.65	526.18	542.83	443.02	99.81
1956-3	"	386.50		28.92	428.10	457.02	386.50	70.52
1957-1	"	415.25			494.81	494.81	415.25	79.56
1957-2	"	396.50		28.39	440.65	469.04	396.50	72.54
1957-3	E. H. Blum	169.25			449.21	449.21	169.25	279.96
1958-1	Seg-mar Inc.	422.00		11.05	436.48	447.53	422.00	25.53
1958-2	"	453.25		26.78	471.11	497.89	453.25	44.64
1958-3	"	173.00			427.68	427.68	173.00	254.68
1958-4	"	116.00			449.85	449.85	116.00	333.85
1959-1	"	425.00		14.69	575.47	590.16	425.00	165.16

1959-3 Entire Quarter—excepted—ill

Henderson,
Victoria
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Year & Quarter	Remarks			Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-4	Unemployed					19.33	383.40	402.73		402.73
1960-1	Seg-mar			383.70			579.97	579.97	383.70	196.27
1960-2	"			209.75		32.73	469.83	502.56	209.75	292.81
1960-3	"			384.25			488.56	488.56	384.25	104.31
1960-4	"			384.25			439.80	439.80	384.25	55.55
1961-1	"	(Assume)	"	384.25		27.02	418.03	445.05	384.25	60.80
1961-2	"	"	"	384.25		31.98	538.75	570.73	384.25	186.48

Total Net Backpay Through 2nd Quarter 1961 2,938.50

Hicks, Rose Marie SS# 435-34-2465	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement None				Backpay Period 4/14/55 to Present		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				410.00	410.00		410.00
1955-4	"				335.05	335.05		335.05
1956-1	La Vatos Seafood Restaurant	44.00						
	E. H. Blum	77.78		16.65	526.18	542.83	121.78	421.05
1956-3	"	330.10		28.92	428.10	457.02	330.10	126.92
1956-4	"	332.95		10.31	350.68	361.04	332.95	28.09
1957-1	"	119.70						
	Schram Bros.	231.82			494.81	494.81	351.52	143.29
1957-2	E. H. Blum	447.10		28.39	440.65	469.04	447.10	21.94
1957-3	E. H. (or Schram Bros.)	445.60			449.21	449.21	445.60	3.56
1957-4	Schram Bros.	97.60			372.26	372.26	97.60	274.66
1958-1	Schram Bros.	111.00						

Hicks,
Rose Marie
Page 2

Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-1	D. H. Goldman & R. S. Morris		227.50		11.05	436.48	447.53	338.50	109.03
1958-2	"		348.30		26.78	471.11	497.89	348.30	149.59
1958-4	"		284.85			449.85	449.85	284.85	165.00
1959-1	Unemployed				14.69	575.47	590.16		590.16
1959-2	"					468.25	468.25		468.25
1959-3	Schram Bros.		473.80		31.33	515.02	546.02	473.80	72.55
1960-1	"		472.33			579.97	579.97	472.33	107.64
1960-2	"		490.63		32.73	469.83	502.56	490.63	11.93
1961-2	"	(Assumed) Est.	490.63		31.98	538.75	580.73	490.63	80.10

Total Net Backpay Through 2nd Quarter 1961 3876.35

Hill, Bertha SS# 435-38-1045	Date of Application for Reinstatement 12/2/54	Date Reinstated or Offered Reinstatement 9/19/55	Backpay Period 12/10/54 to 9/19/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1954-4	Unknown				7.42	7.42		7.42
1955-1	"				486.92	486.92		486.92
1955-2	"			25.12	380.09	405.21		405.21
1955-3	"				347.39	347.39		347.39

Total Net Backpay 1246.94

Holden, Helen
SS# 437-32-5993

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Unemployed			25.12	332.42	357.54		357.54

Total Net Backpay Through 2nd Quarter 1961 357.54

Hollingshed, Gennie SS# 435-38-0917	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 10/10/55	Backpay Period 4/14/55 to 10/10/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				410.00	410.00		410.00
1955-4	"				32.55	32.55		32.55

Total Net Backpay 800.09

Hubbard, Ruth
SS# 437-32-1425

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: 1/1/56

Backpay Period: 4/14/55 to 1/1/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Patricia Frank—Day work	220.00		25.12	332.42	357.54	220.00	137.54
1955-3	"	280.00			410.00	410.00	280.00	130.00
1955-4	"	200.00			335.05	335.05	200.00	135.05

Total Net Backpay 402.59

Hughes, Ninnie Bell SS# 436-34-9084		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 7/26/55			Backpay Period 4/14/55 to 7/26/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	New Orleans Laundries	302.70		25.12	332.42	357.54	302.70	54.84

Total Net Backpay 54.84

Jackson, Eleanora
SS# 436-32-7586

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 8/15/55

Backpay Period 4/14/55 to 8/15/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	D. S. Bergeron—Day work	33.00		25.12	332.42	357.54	33.00	324.54
1955-3	"	24.00			191.90	191.90	24.00	167.90

Total Net Backpay 492.44

Jackson, Louise SS# 439-30-0119	Date of Application for Reinstatement 4/22/55	Date Reinstated or Offered Reinstatement None				Backpay Period 5/3/55 to Present		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	250.60	275.72		275.72
1955-3	Mrs. Peter Nastasi—Domestic Work	220.00			410.00	410.00	220.00	190.00
1955-4	"	294.00			335.05	335.05	294.00	41.05
1956-1	"	273.00		16.65	526.18	542.83	273.00	269.83
1956-2	Unemployed				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	John Dart—Domestic Work	175.00		10.36	350.68	361.04	175.00	186.04
1957-1	" Also worked at La Societe Des Dames Hospitaliers at night not included in interim earned 95.28.	338.00			494.81	494.81	338.00	156.81
1957-2	John Dart Hospitaliers 333.60 not included in interim.	338.00		28.39	440.65	469.04	338.00	131.04
1957-3	John Dart Hospitaliers 348.78 not included.	325.00			449.21	449.21	325.00	124.21
1957-4	John Dart Hospitaliers 345.00 not included.	338.00			372.26	372.26	338.00	34.26

Jackson,
Louise
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-1	John Dart Hospitaliers 153.20 & St. Anna's Asylum 40.65 not included.	338.00		11.05	436.48	447.53	338.00	109.53
1958-3	John Dart	338.00			427.68	427.68	338.00	89.68
1958-4	"	338.00			449.85	449.85	338.00	111.85
1959-1	"	338.00		14.69	575.47	590.16	338.00	252.16
1959-2	"	338.00			468.25	468.25	338.00	130.25
1959-3	"	156.00		31.33	515.02	546.35	156.00	390.35
1959-4	"	338.00		19.33	383.40	402.73	338.00	64.73
1960-1	" St. Anna's Asylum 22.02 not included	338.00			579.97	579.97	338.00	241.97
1960-2	John Dart St. Anna's Asylum 169.84 not included.	338.00		32.73	469.83	502.56	338.00	164.56
1960-3	John Dart St. Anna's 155.34 not included.	338.00			488.56	488.56	338.00	150.56
1960-4	John Dart	338.00			439.80	439.80	338.00	101.80
1961-1	"	338.00		27.02	418.03	445.05	338.00	107.05
1961-2	" (assumed)	Est. 338.00		31.98	538.75	570.73	338.00	332.73
					Total Net Backpay Through 2nd Quarter 1961			4617.11

Jeff, Catherine (Clark) SS# 434-44-4894	Date of Application for Reinstatement 1/28/56	Date Reinstated or Offered Reinstatement None	Backpay Period 2/6/56 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1956-1	Baby sitting—employer unknown	72.00			277.99	277.99	72.00	205.99
1956-2	Convalescent Home—City Park Blvd.	300.00			444.02	444.02	300.00	144.02
1958-1	New Orleans Building Maintenance	Est. 131.25		11.05	436.48	447.53	131.25	316.28
1958-2	"	" 131.25		26.78	471.11	497.89	131.25	366.64
1958-3	"	" 131.25			427.68	427.68	131.25	296.43
1958-4	"	" 131.25			449.85	449.85	131.25	318.60
1959-1	"	" 71.10		14.69	575.47	590.16	71.10	519.06
1959-2 (4/5 to 6/13)	"	" 71.10			390.21	390.21	71.10	319.11
6/14 to end of quarter—Excepted—Ill								
1959-4 (10/18 to end of quarter)	New Orleans Building Maintenance	" 71.10		19.33	306.24	325.57	71.10	254.47

Jeff, Catherine
(Clark)
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
10/4 to 10/17 Excepted—Ill								
1960-1	New Orleans Building Maintenance	Est. 76.71			579.97	579.97	76.71	503.26
1960-2	"	" 76.71		32.73	469.83	502.56	76.71	425.85
1960-3	"	" 76.71			488.56	488.56	76.71	411.85
1960-4	"	" 76.71			439.80	439.80	76.71	363.09
1961-1	"	" 202.28		27.02	418.03	445.05	202.28	242.77
1961-2	"	" 202.28		31.98	538.75	570.73	202.28	368.45

Total Net Backpay Through 2nd Quarter 1961 5055.87

Johnson, Eunice SS# 437-44 7260	Date of Application for Reinstatement 8/15/54	Date Reinstated or Offered Reinstatement None				Backpay Period 8/15/54 to Present		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1954-3	Unemployed				225.35	225.35		225.35
1955-2	Mr. Lester Mitchell	110.00		25.12	380.09	405.21	110.00	295.21
1955-3	"	347.50			410.00	410.00	347.50	62.50
1955-4	"	275.00			335.05	335.05	275.00	60.05
1956-1	"	440.00		16.65	526.18	542.83	440.00	102.83
1956-2	"	330.00			444.02	444.02	330.00	114.02
1956-3	Entire quarter—Excepted—pregnant							
1955-4	Mr. Lester Mitchell	330.00		10.36	350.68	361.04	330.00	31.04
1957-1	"	84.00						
	Manuel Hernandez	20.00			494.81	494.81	104.00	390.81
1957-2	Entire quarter—Excepted—pregnant							
1957-3	Lester Mitchell	84.00						
	Garrow Star Restaurant	54.00			449.21	449.21	138.00	311.21
1957-4	Lester Mitchell	72.00						
	Garrow Star	180.00			372.26	372.26	252.00	120.26
1958-1	Lester Mitchell	78.00		11.05	436.48	447.53	78.00	369.53
1958-2	"	84.00		26.78	471.11	497.89	84.00	413.89

Johnson,
Eunice
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-3	Lester Mitchell	72.00			427.68	427.68	72.00	355.68
1958-4	"	72.00			449.85	449.85	72.00	377.85
1959-1	"	90.00						
	Albert S. Lebreton & Wm. A. Kentner	40.48		14.69	575.47	590.16	130.48	459.68
1959-2	Franklin Stores	4.00			468.25	468.25	4.00	464.25
1959-3	Unemployed				546.35	546.35		546.35
1959-4	"			19.33	383.40	402.73		402.73
1960-1	Krause Co. Ltd.	106.15						
(12/27/59-2/20/60)	Perry's Restauant	66.66			316.91	316.91	172.81	144.10
1960-2	Perry's	25.00		32.73	469.83	502.56	25.00	477.56
1960-3	Unemployed				488.56	488.56		488.56
1960-4	Ray Restaurant	100.00			439.80	439.80	100.00	339.80
1961-1	Unemployed			27.02	418.03	445.05		445.05
1961-2	Unknown			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 7569.04

Johnson, Luella SS# 439-24-1892	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 8/3/55	Backpay Period 4/5/55 to 8/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	New Orleans Laundries	145.70		25.12	265.86	290.98	145.70	145.28
1955-3	"	109.45			141.30	141.30	109.45	31.85

Total Net Backpay 177.13

Johnson, Maybelle SS# 436-20-1444	Date of Application for Reinstatement 12/15/55	Date Reinstated or Offered Reinstatement No	Backpay Period 12/23/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1956-1	Intermittent housework	108.00			458.57	458.57	108.00	350.57
1956-2	Airline Foods, Inc.	105.00						
	Ipik Veneer Co.	162.75			444.02	444.02	267.75	176.27
1956-3	Ipik Veneer Co.	129.88		28.92	428.10	457.02	129.88	327.14
1957-2	"	367.40		28.39	440.65	469.04	367.40	101.64
1957-3	Dobbs Houses Inc.	377.00			449.21	449.21	377.00	72.21
1958-2	"	496.00		26.78	471.11	497.89	496.00	1.89
1958-4	"	151.75			449.85	449.85	151.75	298.10
1959-1	Jefferson Downs Inc.	63.00		14.69	575.47	590.16	63.00	527.16
1959-2	Philmar, Inc.	54.00						
	Frostop Harahan	26.50			468.25	468.25	80.50	387.75
1959-3	Ipik Veneer Co.	416.70		31.33	515.02	546.35	416.70	129.65
1960-1	"	446.20			579.97	579.97	446.20	33.77
1960-2	"	226.20		32.73	469.83	502.56	226.20	276.36
1960-3	Unemployed				488.56	488.56		488.56
1960-4	"				439.80	439.80		439.80
1961-1	Unknown			27.02	418.03	445.03		445.03
1961-2	"			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 4636.63

Johnson, Olivia SS# 439-30-8661		Date of Application for Reinstatement 3/29/55		Date Reinstated or Offered Reinstatement 4/26/55			Backpay Period 4/6/55 to 4/26/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				92.20	92.20		92.20
						Total Net Backpay		92.20

Johnson, Verna L.
SS# 438-40-9571

Date of Application for Reinstatement 7/7/54

Date Reinstated or Offered Reinstatement 2/8/57

Backpay Period 7/15/54 to 2/8/57

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1954-3	La. Garment Co.	200.86			361.48	361.48	200.86	160.62
1954-4	"	198.78		8.95	344.76	353.71	198.78	154.93
1955-1	Moore Institute of Art & Science Philadelphia, Pa.	155.45			486.92	486.92	155.45	331.47
1955-2	Liberty Sport Togs Inc. Philadelphia, Pa.	29.25		25.12	380.09	405.21	29.25	375.96
1955-3	"	52.30						
	Wilder Inc. Philadelphia, Pa.	156.00						
	Keplinger's Restaurant Philadelphia, Pa.	42.72			410.00	410.00	251.02	158.98
1955-4	Unemployed				335.05	335.05		335.05
1956-1	Entire quarter—excepted—Pregnant							
1956-2	Unemployed				444.02	444.02		444.02
1956-3	Unemployed			28.92	428.10	457.02		457.02

Johnson,
Verna L.
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1956-4	Progressive Coat & Apron Mfg. Co. Philadelphia, Pa.	129.25						
	Courtney Clothes Inc. Philadelphia, Pa.	46.50						
	Ioneer Canvas Products Philadelphia, Pa.	26.40		10.36	350.68	361.04	202.15	158.89
1957-1	Haspel Bros. Inc.	14.00			205.47		14.00	191.47

Total Net Backpay 2768.41

Johnson, Virginia
SS# 438-30-9831

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
8/5/55

Backpay Period
4/14/55 to 8/5/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				153.88	153.88		153.88

Total Net Backpay 511.42

Jolly, Ruth Joyce SS# 437-50-6751		Date of Application for Reinstatement 11/7/55		Date Reinstated or Offered Reinstatement 7/23/56			Backpay Period 11/21/55 to 7/23/56	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-4	Southwinds Motor Court	90.00			103.87	103.87	90.00	13.87
1956-1	"	510.00		16.65	526.18	542.83	510.00	32.83
1956-2	"	360.00			444.02	444.02	360.00	84.02

Total Net Backpay 130.72

Jones,
Edna
SS# 438-28-4276

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
4/28/55

Backpay Period
4/14/55 to 4/28/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				69.16	69.16		69.16

Total Net Backpay 69.16

Jones, Shirley Mae SS# 325-28-0194	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement 12/7/55	Backpay Period 4/8/55 to 12/7/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	285.93	311.05		311.05

Total Net Backpay 311.05

Joshua,
Olivia
SS# 437-38-6161

Date of Application for Reinstatement 5/10/55

Date Reinstated or Offered Reinstatement 6/6/55

Backpay Period 5/18/55 to 6/6/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				68.38	68.38		68.38

Total Net Backpay 68.38

Keeler, Johnnie Mae SS# 439-32-9074	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement 8/4/55	Backpay Period 4/19/55 to 8/4/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Ward Baking Co.	36.55		25.12	314.13	339.25	36.55	302.70
1955-3	Unemployed				147.59	147.59		147.59

Total Net Backpay 450.59

Kelly,
Dorothy
SS# Unknown

Date of Application for Reinstatement
5/3/55

Date Reinstated or Offered Reinstatement
5/17/55

Backpay Period
5/3/55 to 5/17/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Alamo Cleaners	56.00			62.99	62.99	56.00	6.99

Total Net Backpay 6.99

Kimble, Alnetta SS# 439-24-2688	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 10/1/55				Backpay Period 4/14/55 to 10/1/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Rutter Rex Reinstated 4/28/55—But not to proper position until 10/1/55	141.68		25.12	332.42	357.54	141.68	215.86
1955-3	Rutter Rex	277.64			410.00	410.00	277.64	132.36
						Total Net Backpay		348.22

Landry, Lila Coston (Thompson)
SS# 437-44-4835

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mercy Hospital Uniforms, shoes etc.	247.50	18.00	25.12	332.42	357.54	229.50	128.04
1955-3	Mercy Hospital Uniforms & shoes	292.50	18.00		410.00	410.00	274.50	135.50
1955-4	Mercy Hospital Uniforms & shoes	292.50	18.00		335.05	335.05	274.50	60.55
1956-1	Mercy Hospital Uniforms & shoes	304.09	18.00	16.65	526.18	542.83	286.09	256.74
1956-2	Mercy Hospital Uniforms & shoes	307.50	18.00		444.02	444.02	289.50	154.52
1956-3	Mercy Hospital Uniforms & shoes	320.00	18.00	28.92	428.10	457.02	302.00	155.02
1956-4	Mercy Hospital Uniforms & shoes	322.50	18.00	10.36	350.68	361.04	304.50	56.54
1957-1	Mercy Hospital Uniforms & shoes	322.50	18.00		494.81	494.81	304.50	190.31

Landry, Lila Coston
(Thompson)
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1957-2	Mercy Hospital	90.73						
	B. F. Davis Garment Co. Inc.	375.75		28.39	440.65	469.04	466.48	2.56
1957-3	"	426.75			449.21	449.21	426.75	22.46
1958-2	"	300.18		26.78	471.11	497.89	300.18	197.71
1958-3	"	393.50			427.68	427.68	393.50	34.18
1959-1	"	416.07		14.69	575.47	590.16	416.07	174.09
1959-2	Entire Quarter excepted—pregnancy							
1959-3	B. F. Davis	209.94		31.33	515.02	546.35	209.94	336.41
1959-4	"	395.85		19.33	383.40	402.73	395.85	6.88
1960-1	"	400.37			579.97	579.97	400.37	179.60
1960-3	"	463.97			488.56	488.56	463.97	24.59
1960-4	"	Est. 409.03			439.80	439.80	409.03	30.77
1961-1	"	Est. 409.03		27.02	418.03	445.05	409.03	36.01
1961-2	" (assumed)	" 409.03		31.98	538.75	570.73	409.03	161.70

Total Net Backpay Through 2nd Quarter 1961 2344.19

Lanier, Elmarie (Carolina) SS# 433-42-0081	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Excepted—illness							
1955-4	Unemployed				335.05	335.05		335.05
1956-1	"			16.65	526.18	542.83		542.83
1956-2	"				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	Katz & Besthoff Inc.	190.82						
	Expenses—hairnets		1.00	10.36	350.68	361.04	189.82	171.22
1957-1	Katz & Besthoff	77.97						
	Charity Hospital	250.00			494.81	494.81	327.97	166.84
1957-2	"	360.00						
	Uniforms & Identification pin		10.00	28.39	440.65	469.04	350.00	119.04
1957-3	Charity Hospital	362.50			377.35	377.35	362.50	14.85
(9/16 to 9/28/57)	Excepted—illness							
1957-4	Southern Baptist Hospital	80.00			372.26	372.26	80.00	292.26
1958-1	"	27.50						
	Mrs. Sanders (housework)	252.00		11.05	436.48	447.53	279.50	168.03
1958-2	"	294.00		26.78	471.11	497.89	294.00	203.89

Total Net Backpay 3272.59

Lanier, Ernestine SS# 433-42-1014	Date of Application for Reinstatement 6/7/55	Date Reinstated or Offered Reinstatement None	Backpay Period 6/15/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	New Orleans Laundries	22.30		25.12	39.64	64.76	22.30	42.46
1955-3	"	218.68			410.00	410.00	218.68	191.32
1955-4 (10/26/55	Unemployed to 12/3/55) Excepted period—Ill				148.14	148.14		148.14
1956-1	Mrs. Lawrence Taylor	147.00		16.65	526.18	542.83	147.00	395.83
1956-2	"	196.00						
	Mrs. W. D. Younce (housework)	72.00			444.02	444.02	268.00	176.02
1956-3	"	234.00		28.92	428.10	457.02	234.00	223.02
1956-4	"	234.00		10.36	350.68	361.04	234.00	127.04
1957-1	"	234.00			494.81	494.81	234.00	260.81
1957-2	"	162.00		28.39	440.65	469.04	162.00	307.04
1957-3	Unemployed				449.21	449.21		449.21
1957-4	"				372.26	372.26		372.26
1958-1	"			11.05	436.48	447.53		447.53
1958-2	"			26.78	471.11	497.89		497.89
1958-3	"				427.68	427.68		427.68

Lanier,
Ernestine
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-4	Port of New Orleans Dock Board	357.68			449.85	449.85	357.68	92.17
1959-1	"	386.53		14.69	575.47	590.16	386.53	203.63
1959-2	Unemployed				468.25	468.25		468.25
1959-3	New Orleans Roosevelt Corp.	25.52		31.33	515.02	546.35	25.52	520.83
1959-4	"	29.63						
	Housework	162.00		19.33	383.40	402.73	191.63	211.10
1960-1	Unemployed				579.97	579.97		579.97
1960-2	"			32.73	469.83	502.56		502.56
1960-3	"				488.56	488.56		488.56
1960-4	Brennan & Brennan	149.17			439.80	439.80	149.17	290.63
1961-1	R. C. Mfg. Co., Inc. Los Angeles, California	23.50						
	Brennan & Brennan	175.00		27.02	418.03	445.05	198.50	246.55
1961-2	Unknown			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 8241.23

LaRoche,
Sophie B.
SS# 436-44-4752

Date of Application for Reinstatement
1/10/55

Date Reinstated or Offered Reinstatement
7/26/55

Backpay Period
1/18/55 to 7/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Unemployed (1/18 to end of quarter)				353.77	353.77		353.77
1955-2	Unemployed			25.12	380.09	405.21		405.21
1955-3	" (Beginning of quarter to 7/26)				103.55	103.55		103.55

Total Net Backpay 862.52

Larose, Gertrude
SS# 437-38-0370

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
6/9/55

Backpay Period
4/14/55 to 6/9/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				252.90	252.90		252.90

Total Net Backpay 252.90

Larrieu, Louis, Jr. SS# 437-32-4081	Date of Application for Reinstatement 4/18/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/26/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	New Orleans Laundries	3.47						
	New Orleans Public Service	64.00		6.75	379.54	386.29	67.47	318.82
1955-3	Gulf Atlantic Warehouse	85.00						
	T. F. Scholes, Inc.	30.64			544.96	544.96	115.90	429.06
1955-4	New Orleans Public Service	16.00			406.68	406.68	16.00	390.68
1956-1	Gulf Atlantic Warehouse	47.60						
	Higgins, Inc.	338.70			667.48	667.48	386.30	281.18
1956-3	Ward Baking Co.	12.40						
	Higgins, Inc.	15.55						
	New Orleans Butchers Corp.	5.25		7.56	597.09	604.65	33.20	571.45
1956-4	Ward Baking Co.	307.31			539.87	539.87	307.31	232.56
1957-1	Gulf Atlantic	556.21			647.36	647.36	556.21	91.15
1957-3	"	450.03			603.19	603.19	450.03	153.16

Larrieu,
Louis, Jr.
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-1	Gulf Atlantic	578.97			597.74	597.74	578.97	18.77
1958-2	"	576.34		7.80	578.99	586.79	576.34	10.45
1958-3	"	236.92			520.53	520.53	236.92	283.61
1958-4	"	313.08			539.04	539.04	313.08	225.96
1959-1	"	309.74			605.10	605.10	309.74	295.36
1959-2	"	407.44			505.85	505.85	407.44	98.41
1959-3	"	467.02						
	Excel Manufacturing	37.33		8.10	542.66	550.76	504.35	46.41
1960-1	Gulf Atlantic	611.05			614.93	614.93	611.05	3.88
1960-4	"	443.70			545.39	545.39	443.70	101.69

Total Net Backpay Through 2nd Quarter 1961 3552.60

Learson, Dorothy White
SS# 437-38-3964

Date of Application for Reinstatement
4/15/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/25/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	326.46	351.58		351.58
1957-4	Mrs. Bill Hoffins—Domestic Work	153.00			372.26	372.26	153.00	219.26
	Total Net Backpay Through 2nd Quarter 1961							570.84

LeBeau,
Edna
SS# 437-34-5167

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
5/5/55

Backpay Period
4/14/55 to 5/5/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Worth, Domestic Work	8.28			100.85	100.85	8.28	92.57

Total Net Backpay 92.57

Lee,
Ruby
SS# 457-38-1672

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: 4/26/55

Backpay Period: 4/14/55 to 4/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Streckfus Steamers Inc. (Part time job held after returned to Rutter Rex not included in interim)				50.08	50.08		50.08

Total Net Backpay 50.08

Lesene, Amelia
SS# 436-22-1057

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/15/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54

Total Net Backpay Through 2nd Quarter 1961 357.54

Lewis, Audrey Ann
SS# 438-36-8705

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: No proper reinstatement

Backpay Period: 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Town & Country Motel	173.40		25.12	332.42	357.54	173.40	184.14
1955-3	"	40.80						
	Rutter Rex	174.25						
	Mrs. Dupre—Domestic work	148.00			410.00	410.00	363.05	46.95
1955-4	"	200.00			335.05	335.05	200.00	135.05
1956-1	"	340.00						
	Seg Mar Inc.	13.12		16.65	526.18	542.83	353.12	189.71
1956-2	Mrs. Dupre	240.00			444.02	444.02	240.00	204.02
1956-3	Entire quarter excepted—pregnant							
1956-4	Day work—various employers	96.00		10.36	350.68	361.04	96.00	265.04
1957-1	Self-employed—sewing	140.00			494.81	494.81	140.00	354.81
1957-2	"	120.00		28.39	440.65	469.04	120.00	349.04
1957-3	"	140.00			449.21	449.21	140.00	309.21
1957-4	"	120.00			372.26	372.26	120.00	252.26
1958-1	"	140.00		11.05	436.48	447.53	140.00	307.53

Lewis,
Audrey Ann
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-2	Self-employed—sewing	140.00		26.78	471.11	497.89	140.00	357.89
1958-3	"	120.00			427.68	427.68	120.00	307.68
1958-4	"	120.00			449.85	449.85	120.00	329.85
1959-1	"	160.00		14.69	575.47	590.16	160.00	430.16
1959-2	"	120.00			468.25	468.25	120.00	348.25
1959-3	"	140.00		31.33	515.02	546.35	140.00	406.35
1959-4	"	100.00		19.33	383.40	402.73	100.00	302.73
1960-1	"	160.00			579.97	579.97	160.00	419.97
1960-2	"	100.00		32.73	469.83	502.56	100.00	402.56
1960-3	"	140.00			488.56	488.56	140.00	348.56
1960-4	"	120.00			439.80	439.80	120.00	319.80
1961-1	"	40.00						
	Keystone Insurance Co.	283.00		27.02	418.03	445.05	323.00	122.05
1961-2	" (Assumed)	Est. 490.00		31.98	538.75	570.73	490.00	80.73

Total Net Backpay Through 2nd Quarter 1961 6774.34

Lewis, Doris
SS# 433-30-9702

Date of Application for Reinstatement
4/8/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/19/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1957-3	Charity Hospital (7/15 to end of quarter)	312.50			381.60	381.60	312.50	69.10
1958-1	Charity Hospital	375.00		11.05	436.48	447.53	375.00	72.53
1958-2	"	375.00		26.78	471.11	497.89	375.00	122.89
1958-3	"	375.00			427.68	427.68	375.00	52.68
1958-4	"	375.00			449.85	449.85	375.00	74.85
1959-1	"	375.00		14.69	575.47	590.16	375.00	215.16
1959-2	"	375.00			468.25	468.25	375.00	93.25
1959-3	"	375.00		31.33	515.02	546.35	375.00	171.35
1959-4	"	375.00		19.33	383.40	402.73	375.00	27.73
1960-1	"	375.00			579.97	579.97	375.00	204.97
1960-2	"	375.00		32.73	469.83	502.56	375.00	127.56
1960-3	"	465.00			488.56	488.56	465.00	23.56
1961-2	"	525.00		31.98	538.75	570.73	525.00	45.73

Total Net Backpay Through 2nd Quarter 1961 1301.36

Lewis,
Leonard T., Jr.
SS# 436-28-4933

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Xmas. & Vac. Bonus Expenses	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Haspel Brothers Inc.	529.01	11.11	543.54	554.65	529.01	25.64
1956-1	"	816.53		875.32	875.32	816.53	58.79
1956-2	"	553.43		642.18	642.18	553.43	88.75
1957-1	"	675.75		682.36	682.36	675.75	6.61
1957-3	"	612.00		706.53	706.53	612.00	94.53
1958-2	"	535.35	20.29	654.17	674.46	535.35	139.11
1958-3	"	601.80		654.81	654.81	601.80	53.01
1958-4	"	621.88		682.95	682.95	621.88	61.07
1959-3	"	716.45	30.44	742.59	773.03	716.45	56.58
1960-1	"	821.30		878.89	878.89	821.30	57.59
1960-3	"	498.36		708.53	708.53	498.36	210.17
1961-2	" (assumed)	Est. 958.00	33.26	1030.48	1063.74	958.00	105.74

Total Net Backpay Through 2nd Quarter 1961 957.59

Lockett, Marie G.
SS# 417-42-1581

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
No Proper Reinstatement

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	257.54		357.54
1955-3	Rutter Rex	51.94			410.00	410.00	51.94	358.06
1955-4	Unemployed				335.05	335.05		335.05
1956-1	"			16.65	526.18	542.83		542.83
1956-2	Mrs. Hodges—Domestic work	160.00			444.02	444.02	160.00	284.02
1956-3	Unemployed			28.92	428.10	457.02		457.02
1956-4	"			10.36	350.68	361.04		361.04
1957-1	"				494.81	494.81		494.81
1957-2	Dr. Koplans—Domestic work	180.00		28.39	440.65	469.04	180.00	289.04
1957-3	"	210.00			449.21	449.21	210.00	239.21
1957-4	"	180.00			372.26	372.26	180.00	192.26
1958-1	Unemployed			11.05	436.48	447.53		447.53
1958-2	"			26.78	471.11	497.89		497.89

Lockett,
Marie G.
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Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-3	Unemployed					427.68	427.68		427.68
1958-4	"					449.85	449.85		449.85
1959-1	Dillard University		270.00		14.69	575.47	590.16	270.00	320.16
1959-2	"		288.75			468.25	468.25	288.75	179.50
1959-3	"		247.50		31.33	515.02	546.35	247.50	298.85
1959-4	"		317.66		19.33	383.40	402.73	317.66	85.07
1960-1	"		385.00			579.97	579.97	385.00	194.97
1960-2	"		330.00		32.73	469.83	502.56	330.00	172.56
1960-3	"	(Assumed)	Est. 330.00			488.56	488.56	330.00	158.56
1960-4	"	"	" 330.00			439.80	439.80	330.00	109.80
1961-1	"	"	" 330.00		27.02	418.03	445.05	330.00	115.05
1961-2	"	"	" 330.00		31.98	538.75	570.73	330.00	240.73

Total Net Backpay Through 2nd Quarter 1961 7609.08

Lodge, Kathleen SS# 433-42-7846	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Excepted—Pregnant							
1955-3	Unemployed				410.00	410.00		410.00
1955-4	Baumer Foods	30.19			335.05	335.05	30.19	304.86
1956-1	Westminister Corp.	232.87		16.65	526.18	542.83	232.87	309.96
1956-2	Unemployed				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	Excepted Ill							
1957-3	Rental Improvement Corp.	204.00						
	Lane Cotton Mill	131.12			449.21	449.21	335.12	114.09
1958-1	Rental Improvement Corp.	429.00		11.05	436.48	447.53	429.00	18.53
1958-2	"	429.00		26.78	471.11	497.89	429.00	68.89
1959-1	"	416.00		14.69	575.47	590.16	416.00	174.16
1959-2	"	316.80			468.25	468.25	316.80	151.45
				Total Net Backpay Through 2nd Quarter 1961				2452.98

Lotten, Herbert
SS# 435-38-1297

Date of Application for Reinstatement
7/29/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
8/8/55 to present

Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1956-1	C & C Cleaners		637.65			875.32	875.32	637.65	237.67
1956-3	"		650.00		17.96	713.12	731.08	650.00	81.08
1957-1	"		650.00			682.36	682.36	650.00	32.36
1957-3	"		689.00			706.53	706.53	689.00	17.53
1959-1	"		689.00						
	Lee Skyways Hotel		69.60		5.19	847.95	853.14	758.60	94.54
1959-2	C & C Cleaners		689.00			694.04	694.04	689.00	5.04
1959-3	"		689.00		30.44	742.59	773.03	689.00	84.03
1960-1	"		636.00			878.89	878.89	636.00	242.89
1960-2	"		689.00		30.77	745.87	776.64	689.00	87.64
1960-4	"		742.00			776.19	776.19	742.00	34.19
1961-1	"		636.00			804.70	804.70	636.00	168.70
1961-2	"	(assumed)	Est. 742.00		33.26	1030.48	1063.74	742.00	321.74

Total Net Backpay Through 2nd Quarter 1961 1407.41

Lyons, Lorraine SS# 436-32-7633	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 5/11/56	Backpay Period 4/14/55 to 5/11/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/14-5/28)	Unemployed				198.98	198.98		198.98
5/28-end of quarter—excepted pregnant								
1955-4	Unemployed				335.05	335.05		335.05
1956-1	Southern Manhattan	131.25		16.65	526.18	542.83	131.25	411.58
1956-2	Unemployed				444.02	444.02		444.02

Total Net Backpay 1389.63

McKinnie, Leotha
SS# 439-30-6434

Date of Application for Reinstatement 5/6/55

Date Reinstated or Offered Reinstatement 5/12/55

Backpay Period 5/6/55 to 5/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown				31.63	31.63		31.63

Total Net Backpay 31.63

Magee, Vivian SS# 436-48-0095		Date of Application for Reinstatement 4/18/55		Date Reinstated or Offered Reinstatement 12/5/55			Backpay Period 4/26/55 to 12/5/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	282.33	307.45		307.45
1955-3	J. H. Bonck Inc.	240.15			410.00	410.00	240.15	169.85
1955-4	"	229.08			299.25	299.25	229.08	70.17

Total Net Backpay 547.47

Margin, Eleanor
SS# 436-48-6067

Date of Application for Reinstatement
4/6/55

Date Reinstated or Offered Reinstatement
8/8/55

Backpay Period
4/14/55 to 8/8/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown			25.12	332.42	357.54		357.54
1955-3	"				160.15	160.15		160.15

Total Net Backpay 517.69

Marshall, Dorothy SS# 436-24-8368		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 4/28/55			Backpay Period 4/14/55 to 4/30/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				63.43	63.43		63.43
						Total Net Backpay		63.43

Marshall, Willie Lee SS# 439-26-7248	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement No proper reinstatement until 11/15/56	Backpay Period 4/19/55 to 11/15/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Porters—Day work	80.00						
	A Lawyer—Day work	40.00		25.12	314.13	339.25	120.00	219.25
1955-3	"	80.00						
	"	40.00						
	Rutter Rex	142.39			410.00	410.00	262.39	147.61
1955-4	"	237.51			335.05	335.05	237.51	97.54
1956-1	Excepted—pregnancy							
1956-2	Rutter Rex	175.00			444.02	444.02	175.00	269.02
1956-3	"	393.31		28.92	428.10	457.02	393.31	63.71
1956-4	"	206.74			210.19	210.19	206.74	3.45

Total Net Backpay 800.58

Martin, Eliska SS# 434-12-2816	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 11/15/56	Backpay Period 4/14/55 to 11/15/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Seg Mar Inc.	385.80			410.00	410.00	385.80	24.20
1956-1	"	429.29		16.65	526.18	542.83	429.29	113.54
1956-3	"	384.00		28.92	428.10	457.02	384.00	73.02

Total Net Backpay 568.30

Martin, Noel
SS# 434-48-8660

Date of Application for Reinstatement
12/7/54

Date Reinstated or Offered Reinstatement
None

Backpay Period
12/15/54 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Oliver J. Delacroix	246.98			596.34	596.34	246.98	349.36
1956-1	"	290.23		9.26	632.10	641.36	290.23	351.13
1956-3	"	422.39		9.93	473.57	483.50	422.39	61.11
1956-4	"	392.10		9.93	471.90	481.83	392.10	89.73
1957-1	"	246.15			535.81	535.81	246.15	289.66
1959-2	"	467.00			497.81	497.81	467.00	30.81
1960-1	"	511.00			646.07	646.07	511.00	135.07

Total Net Backpay Through 2nd Quarter 1961 1306.87

Mathews, Gloria SS# 434-46-8010		Date of Application for Reinstatement 5/5/55		Date Reinstated or Offered Reinstatement 7/25/55			Backpay Period 5/13/55 to 7/25/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown			25.12	199.96	225.08		225.08
1955-3	Unknown				97.27	97.27		97.27
					Total Net Backpay			322.35

Merredith, Geraldine 434-12-4052	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Self-employed—Ironing	104.00		25.12	332.42	357.54	104.00	253.54
1955-3	"	100.00			282.11	282.11	100.00	182.11
	(6/26 to 7/9)							
	(8/6 to end of quarter)							
	7/10 to 8/5 Excepted—vacation							
1955-4	Self-employed	100.00			335.05	335.05	100.00	235.05
1956-1	"	170.00		16.65	526.18	542.83	170.00	372.83
1956-2	"	120.00			444.02	444.02	120.00	324.02
1956-3	"	100.00			299.43	299.43	100.00	199.43
	(6/24 to 7/7)							
	(8/4 to end of quarter)							
	7/8 to 8/3 Excepted—vacation							
1956-4	Self-employed	120.00		10.36	350.68	361.04	120.00	241.04
1957-1	"	140.00			494.81	494.81	140.00	354.81
1957-2	"	120.00		28.39	440.65	469.04	120.00	349.04
1957-3	"	100.00			306.32	306.32	100.00	206.32
	(6/23 to 7/5)							
	(8/3 to end of quarter)							
	7/6 to 8/3 Excepted—vacation							
1957-4	Self-employed	110.00			372.26	372.26	110.00	262.26
1958-1	"	140.00		11.05	436.48	447.53	140.00	307.53

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-2	Self-employed	140.00		26.78	471.11	497.89	140.00	357.89
1958-3	"	128.00						
(6/29 to 7/13)	Expenses—iron, iron pads, gasoline to deliver & pickup laundry, electricity		70.60		286.92	286.92	57.40	229.52
(8/9 to end of quarter)								
7/13 to 8/8	Excepted—vacation							
1958-4	Self-employed Expenses iron, iron pads, gasoline, electricity	192.00	70.60		449.85	449.85	121.40	328.45
1959-1	Self-employed Expenses, iron, iron pads, gasoline, electricity	192.00	70.60	14.69	575.47	590.16	121.40	468.76
1959-2	Self-employed Expenses, iron, iron pads, gasoline, electricity	192.00	70.60		468.25	468.25	121.40	346.85
1959-3	Self-employed	160.00						
(6/28-7/12)	Expenses iron, iron pads, gasoline, electricity		70.60		424.32	424.32	89.40	334.92
(8/9 to end of quarter)								
7/12 to 8/7	Excepted—vacation							
1959-4	Self-employed Expenses iron, iron pads, gasoline, electricity	160.00	70.60	19.33	383.40	402.73	89.40	313.33

Merredith,
Geraldine
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1960-1	Self-employed	192.00						
	Expenses iron, iron pads, gasoline, electricity		70.60		579.97	579.97	121.40	458.57
1960-2	Self-employed	192.00						
	Expenses iron, iron pads, gasoline, electricity		70.60	32.73	469.83	502.56	121.40	381.16
1960-3 (6/26-7/9)	Self-employed	160.00						
	Expenses iron, iron pads, gasoline, electricity		70.60		333.68	333.68	89.40	244.28
(8/6 to end of quarter)								
7/10 to 8/5 Excepted—vacation								
1960-4	Self-employed	192.00						
	Expenses iron, iron pads, gasoline, electricity		70.60		439.80	439.80	121.40	318.40
1961-1	Self-employed	144.00						
	Expenses iron, iron pads, gasoline, electricity		70.60	27.02	418.03	445.05	73.40	371.65
1961-2	Self-employed (assumed) Est.	240.00						
	Expenses iron, iron pads, gasoline, electricity		70.60	31.98	538.75	570.73	169.40	401.33
						Total Net Backpay Through 2nd Quarter 1961		7843.09

Monette, Roberta SS# 433-40-5161		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 4/25/55			Backpay Period 4/14/55 to 4/25/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				43.72			43.72
						Total Net Backpay		43.72

Montgomery, Bessie
SS# 438-48-8318

Date of Application for Reinstatement: 8/5/55

Date Reinstated or Offered Reinstatement: None

Backpay Period: 8/15/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Haspel Bros.	103.50						
	Union dues		2.50		218.06	218.06	101.00	117.06
1955-4	"	227.26						
	Union dues		7.50		335.05	335.05	219.76	115.29
1956-1	"	301.00						
	Union dues		7.50	16.65	526.18	542.83	293.50	249.33
1956-3	"	436.57						
	Union dues		7.50	28.92	428.10	457.02	429.07	27.95
1957-1	"	397.06						
	Union dues		7.50		494.81	494.81	389.56	105.25
1958-1	"	318.73						
	Union dues		7.50	11.05	436.48	447.53	311.23	136.30
1958-2	"	410.54						
	Union dues		7.50	26.78	471.11	497.89	403.04	94.85
1958-3	"	349.29						
	Union dues		7.50		427.68	427.68	341.79	85.89

Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-1	Haspel Bros.		376.74						
	Union dues			7.50	14.69	575.47	590.16	369.24	220.92
1959-2	"		406.57						
	Union dues			7.50		468.25	468.25	399.07	69.18
1960-2	Boncks		119.67		32.73	469.83	502.56	119.67	382.89
1960-3	"		119.67			488.56	488.56	119.67	368.89
1960-4	"		119.67			439.80	439.80	119.67	320.13
1961-1	"	(assumed)	Est. 119.67		27.02	418.03	445.05	119.67	325.38
1961-2	"	"	" 119.67		31.98	538.75	570.73	119.67	451.06

Total Net Backpay Through 2nd Quarter 1961 3070.37

Moore,
Leola
SS# 437-32-7932

Date of Application for Reinstatement 5/4/55

Date Reinstated or Offered Reinstatement 8/4/55

Backpay Period 5/12/55 to 8/4/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	U. S. Naval Station	34.20		25.12	206.29	231.41	34.20	197.21
1955-3	Unemployed				147.59	147.59		147.59

Total Net Backpay 344.80

Moore, Orelia SS# 433-42-9380		Date of Application for Reinstatement 4/8/55		Date Reinstated or Offered Reinstatement 5/12/55				Backpay Period 4/19/55 to 5/12/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				107.88	107.88		107.88
					Total Net Backpay			107.88

Morrison, Elouise (Epps)
436-36-0647

Date of Application fo Reinstatement
6/7/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
6/15/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	National Food Products Inc.	24.00		25.12	52.88	78.00	24.00	54.00
1955-3	"	393.36			410.00	410.00	393.36	16.64
1955-4	"	330.16			335.05	335.05	330.16	4.89
1956-1	"	364.93		16.65	526.18	542.83	364.93	177.90
1956-2	"	423.58			444.02	444.02	423.58	20.44
1957-1	"	408.96			494.81	494.81	408.96	85.85
1957-2	"	328.91		28.39	440.65	469.04	328.91	140.13
1957-3	"	360.88			449.21	449.21	360.88	88.33
1958-1	"	371.44		11.05	436.48	447.53	371.44	76.09
1958-2	Housework—various employers	140.00		26.78	471.11	497.89	140.00	357.89
1958-3	"	70.00						
	Katz & Besthoff Drugs	61.52						
	La. Garment Co.	1.65			427.68	427.68	133.17	294.51
1958-4	Mercy Hospital	271.15			449.85	449.85	271.15	178.70

Morrison, Elouise
(Epps)
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-1	"	219.68		14.69	575.47	590.16	219.68	370.48
1959-2	Mrs. Paul Dorsey—Domestic	330.00			468.25	468.25	330.00	138.25
1959-3	"	280.00		31.33	515.02	546.35	280.00	266.35
1959-4 (10/17 to 11/22)	Mr. George Treadwell	120.00			268.39	268.39	120.00	148.39
11/23 to 12/22 Excepted—ill								
1960-1	Day Work—various employers	160.00			579.97	579.97	160.00	419.97
1960-2	"	120.00		32.73	469.83	502.56	120.00	382.56
1960-3	"	140.00			488.56	488.56	140.00	348.56
1960-4	"	90.00						
	Roosevelt Hotel	82.50			439.80	439.80	172.50	267.30
1961-1	Day work—various employers	Est. 120.00		27.02	418.03	445.05	120.00	325.05
1961-2	" (assumed)	" 140.00		31.98	538.75	570.73	140.00	430.73

Total Net Backpay Through 2nd Quarter 1961 4593.01

Moten,
Lena Dixon
SS# 435-42-5847

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
4/26/55

Backpay Period
4/14/55 to 4/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				50.08	50.08		50.08

Total Net Backpay 50.08

Myers, Mandy (Thomas)
SS# 438-42-1173

Date of Application for Reinstatement
2/4/55

Date Reinstated or Offered Reinstatement
2/14/55

Backpay Period
2/14/55 to 4/5/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	J. H. Bonck	203.52			218.88	218.88	203.52	15.36

Total Net Backpay 15.36

Nash, Adele R. (Hall)
SS# 439-30-3186

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Ruth F. Bourds (nursing)	260.00		25.12	332.42	357.54	260.00	97.54
1955-3	"	160.00						
	Mrs. Acauza (nursing)	150.00			410.00	410.00	310.00	100.00
1955-4	"	250.00			335.05	335.05	250.00	85.05
1956-1	"	425.00		16.65	526.18	542.83	425.00	117.83
1957-3	Mrs. Sidney Prendergast (nursing)	160.00			449.21	449.21	160.00	289.21
1957-4	"	220.00			372.26	372.26	220.00	152.26
1958-1	"	280.00		11.05	436.48	447.53	280.00	167.53
1958-2	"	280.00		26.78	471.11	497.89	280.00	217.89
1958-3	"	240.00			427.68	427.68	240.00	187.68
1958-4	"	240.00			449.85	449.85	240.00	209.85
1959-1	"	320.00		14.69	575.47	590.16	320.00	270.16

Nash, Adele R.
(Hall)
Page 2

Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-2	Mrs. Sidney Prendergast (nursing)		240.00			468.25	468.25	240.00	228.25
1959-3	"		280.00		31.33	515.02	546.35	280.00	266.35
1959-4	"		325.00		19.33	383.40	402.73	325.00	77.73
1960-1	"		320.00			579.97	579.97	320.00	259.97
1960-2	"		325.00		32.73	469.83	502.56	325.00	177.56
1960-3	"		350.00			488.56	488.56	350.00	138.56
1960-4	"		300.00			439.80	439.80	300.00	139.80
1961-1	"	(Assumed)	Est. 300.00		27.02	418.03	445.05	300.00	145.05
1961-2	"	"	" 350.00		31.98	538.75	570.73	350.00	220.73

Total Net Backpay Through 2nd Quarter 1961 3549.00

Newman, Marietta
SS# 434-14-7516

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: 6/15/58

Backpay Period: 4/5/55 to 6/15/58

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Unemployed				410.00	410.00		410.00
1955-4	Mrs. L. J. Bordes—Domestic work	100.00			335.05	335.05	100.00	235.05
1956-1	"	170.00		16.65	526.18	542.83	170.00	372.83
1956-2	"	120.00			444.02	444.02	120.00	324.02
1956-3	"	140.00		28.92	428.10	457.02	140.00	317.02
1956-4	"	120.00		10.36	350.68	361.04	120.00	241.04
1957-1	"	140.00			494.81	494.81	140.00	354.81
1957-2	"	120.00		28.39	440.65	469.04	120.00	349.04
1957-3	"	30.00			449.21	449.21	30.00	419.21
1957-4	Unemployed				372.26	372.26		372.26
1958-2	Rutter-Rex (as learner)	318.84			395.45	395.45	318.84	76.61

Total Net Backpay 3829.43

Newton,
Rosie Lee
SS# 438-34-3739

Date of Application for Reinstatement
4/22/55

Date Reinstated or Offered Reinstatement
7/12/55

Backpay Period
5/3/55 to 7/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	E. H. Blum	226.88		25.12	250.60	275.72	226.88	48.84

Total Net Backpay 48.84

Nicholas, Clothilde
SS# 436-47-2552

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
8/2/55

Backpay Period
4/14/55 to 8/2/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown			25.12	332.42	357.54		357.54
1955-3	"				122.42	122.42		122.42

Total Net Backpay 479.96

Ocampo, Desrderia SS# 437-46-3058	Date of Application for Reinstatement 7/15/54	Date Reinstated or Offered Reinstatement None	Backpay Period 7/23/54 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1954-3	Bonnie Francis Lingerie Company 7/23 to end of quarter)	42.00			323.02	323.02	42.00	281.02
1954-4	Schram Bros.	102.64		8.95	344.76	353.71	102.64	251.07
1955-1	"	51.15						
	Jacobs Candy Corp.	129.01			486.92	486.92	180.16	306.76
1955-2	Stevens Bond Paper Co. Inc.	48.00		25.12	380.09	405.21	48.00	357.21
1955-3	"	113.81			410.00	410.00	113.81	296.19
1956-1	"	419.10		16.65	526.18	542.83	419.10	123.73
1956-3	"	289.31		28.92	428.10	457.02	289.31	167.71
1957-1	"	445.00			494.81	494.81	445.00	49.81
1960-1	"	495.09			579.97	579.97	495.09	84.88
1960-2	"	465.39		32.73	469.83	502.56	465.39	37.17
1961-2	" (Assumed Est.)	537.18		31.98	538.75	570.73	537.18	33.55
					Total Net Backpay Through 2nd Quarter 1961			1989.10

Parker, Anna
SS# 436-10-6841

Date of Application for Reinstatement 4/15/55

Date Reinstated or Offered Reinstatement Improper reinstatement 10/9/58

Backpay Period 4/25/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	288.69	313.82		313.82
(4/25 to end of quarter)								
1955-3	Housework (Carrollton Ave. & Zimple	175.00			410.00	410.00	175.00	235.00
1955-4	"	125.00			335.05	335.05	125.00	210.05
1956-1	"	200.00		16.65	526.18	542.83	200.00	342.83
1956-2	"	150.00			444.02	444.02	150.00	294.02
1956-3	"	175.00		28.92	428.10	457.02	175.00	282.02
1956-4	"	150.00		10.36	350.68	361.04	150.00	211.04
1957-1	"	175.00			494.81	494.81	175.00	319.81
1957-2	"	150.00		28.39	440.65	469.04	150.00	319.04
1957-3	"	175.00			449.21	449.21	175.00	274.21
1957-4	"	150.00			372.26	372.26	150.00	222.26
1958-1	"	175.00		11.05	436.48	447.53	175.00	272.53
1958-2	"	175.00		26.78	471.11	497.89	175.00	322.89
1958-3	"	150.00			427.68	427.68	150.00	277.68

Parker,
Anna
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-4	Housework (Carrollton Ave. & Zimple	32.50						
	Rutter Rex Mfg. Co.	231.71			449.85	449.85	264.21	185.64
1959-1	Rutter Rex Mfg. Co.	46.27		14.69	575.47	590.16	46.27	543.89
1959-2	Unemployed				468.25	468.25		468.25
1959-3	"			31.33	515.02	546.35		546.35
1959-4	"			19.33	383.40	402.73		402.73
1960-1	Housework (Mrs. Kihneman)	175.00			579.97	579.97	175.00	404.97
1960-2	"	175.00		32.73	469.83	502.56	175.00	327.56
1960-3	"	175.00			488.56	488.56	175.00	313.56
1960-4	"	175.00			439.80	439.80	175.00	264.80
1961-1	" (assumed continued) Est.	175.00		27.02	418.03	445.05	175.00	270.05
1961-2	" " "	175.00		31.98	538.75	570.73	175.00	395.73

Total Net Backpay Through 2nd Quarter 1961 8020.73

Parker, Shirley SS# 438-20-9795	Date of Application for Reinstatement 5/13/55	Date Reinstated or Offered Reinstatement 7/14/55	Backpay Period 5/24/55 to 7/14/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown			25.12	157.52	182.64		182.64
1955-3	"				77.77	77.77		77.77

Total Net Backpay 260.41

Parnell, Yvonne
SS# 436-22-2356

Date of Application for Reinstatement
6/15/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
6/23/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (6/23 to end of quarter)			25.12	13.20	38.32		38.32
1956-1	W. C. Morrell (housework)	54.00		16.65	526.18	542.83	54.00	488.83
1956-2	"	234.00			444.02	444.02	234.00	210.02
1956-3	"	234.00		28.92	428.10	457.02	234.00	223.02
1956-4	"	234.00		10.36	350.68	361.04	234.00	127.04
1957-1	"	156.00			494.81	494.81	156.00	338.81
1957-2	"	156.00		28.39	440.65	469.04	156.00	313.04
1957-3	"	156.00			449.21	449.21	156.00	293.21
1957-4	"	156.00			372.26	372.26	156.00	216.26
1958-1	"	156.00		11.05	436.48	447.53	156.00	291.53
1958-2	" (beginning of quarter to 5/9)	72.00			215.55	215.55	72.00	143.55
	5/9 to end of quarter Excepted—pregnancy							
1958-3	L. A. Gravios (housework) (7/12 to end of quarter)	200.00			363.66	363.66	200.00	163.66

Parnell,
Yvonne
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
Beginning of quarter to 7/12 Excepted—pregnancy								
1958-4	L. A. Gravios (housework)	240.00			449.85	449.85	240.00	209.85
1959-1	"	320.00		14.69	575.47	590.16	320.00	270.16
1959-2	"	240.00			468.25	468.25	240.00	228.25
1959-3	"	280.00		31.33	515.02	546.35	280.00	266.35
1959-4	"	200.00		19.33	383.40	402.73	200.00	202.73
1960-1	"	320.00			579.97	579.97	320.00	259.97
1960-2	"	240.00		32.73	469.83	502.56	240.00	262.56
1960-3	"	280.00			488.56	488.56	280.00	206.56
1960-4	"	240.00			439.80	439.80	240.00	199.80
1961-1	"	240.00		27.02	418.03	445.05	240.00	205.05
1961-2	" (assumed)	Est. 280.00		31.98	538.75	570.73	280.00	290.73

Total Net Backpay Through 2nd Quarter 1961 5449.30

Patterson, Elnora SS# 437-38-3775		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 6/15/55				Backpay Period 4/14/55 to 6/15/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown				319.21	319.21		319.21
					Total Net Backpay			319.21

Penn,
Gloria Mae
SS# 437-38-6374

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
5/2/55

Backpay Period
4/14/55 to 5/2/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/14 to 5/2)	Sam Rosen	65.00			75.51	75.51	65.00	10.51

Total Net Backpay 10.51

Phillips, Louise
SS# 428-30-7790

Date of Application for Reinstatement 4/5/55

Offered Reinstatement 7/26/55

Backpay Period 4/14/55 to 7/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/14 to end of quarter)			25.12	332.42	357.54		357.54
1955-3	Unemployed (Beginning of quarter to 7/26)				103.55	103.55		103.55

Total Net Backpay 461.09

Powell, Melvina
SS# 438-34-8015

Date of Application for Reinstatement 6/6/55

Date Reinstated or Offered Reinstatement 7/25/55

Backpay Period 6/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (6/14 to end of quarter)	Southern Manhattan Infantswear Co.	11.81		25.12	59.46	84.58	11.81	72.77
1955-3 (Beginning of quarter to 7/25)	"	69.19			97.27	97.27	69.19	28.08

Total Net Backpay 100.85

Proctor, Mildred SS# 435-14-3615	Date of Application for Reinstatement 4/15/55	Date Reinstated or Offered Reinstatement 4/3/56	Backpay Period 4/25/55 to 4/3/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/25 to end of quarter)			25.12	288.69	313.81		313.81
1955-3	Foster Co., Inc.	290.29			410.00	410.00	290.29	119.71
1955-4	"	101.91			335.05	335.05	101.91	233.14
1956-1	Chase Bag Co.	262.95		16.65	526.18	542.83	262.95	279.88
1956-2	Unemployed (Beginning of quarter to 4/3)				7.26	7.26		7.26

Total Net Backpay 953.80

Randall, Edna SS# 433-42-3384	Date of Application for Reinstatement 3/18/55	Date Reinstated or Offered Reinstatement 5/26/55	Backpay Period 3/28/55 to 5/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Bonnie Francis Lingerie Co.	9.94			31.45	31.45	9.94	21.51
1955-2	Unemployed				234.62	234.62		234.62

Total Net Backpay 256.13

Rapp, Gloria (Bearett) SS# 435-38-7275		Date of Application for Reinstatement 4/8/55		Date Reinstated or Offered Reinstatement 4/28/55				Backpay Period 4/19/55 to 4/28/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				44.52	44.52		44.52

Total Net Backpay 44.52

Ray,
Wilhelmina
SS# 433-42-1128

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	A & L. Cleaners	162.00						
	Doctors Harris & Friedricks	198.00			410.00	410.00	360.00	50.00
1956-1	"	390.00		16.65	526.18	542.83	390.00	152.83
1956-2	"	390.00			444.02	444.02	390.00	54.02
1956-3	"	390.00		28.92	428.10	457.02	390.00	67.02
1957-1	"	416.00			494.81	494.81	416.00	78.81
1957-2	"	416.00		28.39	440.65	469.04	416.00	53.04
1957-3	"	416.00			449.21	449.21	416.00	33.21
1958-1	"	416.00		11.05	436.48	447.53	416.00	31.53
1958-2	"	416.00		26.78	471.11	497.89	416.00	81.89
1958-3	"	416.00			427.68	427.68	416.00	11.68

Ray,
Wilhelmina
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-4	Doctors Harris & Friedricks	416.00			449.85	449.85	416.00	33.85
1959-1	"	416.00		14.69	575.47	590.16	416.00	174.16
1959-2	"	401.00			468.25	468.25	401.00	67.25
1959-3	"	96.00						
	Haspel Bros.	71.50		31.33	515.02	546.35	167.50	378.85
1960-1	"	66.75			579.97	579.97	66.75	513.22
1960-2	Fundamental Life Insurance Co.	100.00		32.73	469.83	502.56	100.00	402.56
1960-3	"	25.00			488.56	488.56	25.00	463.56
1960-4	Unemployed				439.80	439.80		439.80
1961-1	"			27.02	418.03	445.05		445.05
1961-2	"			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 4460.60

Recasner, Isabelle (Jenkins)
SS# 435-16-9021

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				410.00	410.00		410.00
1956-1	B. F. Davis Garment Co. Inc.	400.12		16.65	526.18	542.83	400.12	142.71
1956-3	"	363.58		28.92	428.10	457.02	363.58	93.44
1957-1	"	459.09			494.81	494.81	459.09	35.72
1958-2	"	310.74		26.78	471.11	497.89	310.74	187.15
1958-3	"	410.99			427.68	427.68	410.99	16.69
1958-4	"	372.77			449.85	449.85	372.77	77.08
1959-1	"	385.50		14.69	575.47	590.16	385.50	204.66
1959-2	"	466.52			468.25	468.25	466.52	1.73
1959-3	"	479.63		31.33	515.02	546.35	479.63	66.72
1960-1	"	444.68			579.97	579.97	444.68	135.29
1960-3	" (Assumed)	Est. 470.13			488.56	488.56	470.13	18.43
1961-2	" "	" 470.13		31.98	538.75	570.73	470.13	100.60

Total Net Backpay Through 2nd Quarter 1961 1847.76

Reed, Dorothy Kearney SS# 435-42-8264		Date of Application for Reinstatement 5/13/55		Date Reinstated or Offered Reinstatement None			Backpay Period 5/23/55 to Present	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Housework	50.00		25.12	163.64	188.76	50.00	138.76
1955-3	"	130.00			410.00	410.00	130.00	280.00
1955-4	"	130.00			335.05	335.05	130.00	205.05
(12/18/55 to 5/26/56) Excepted period—Pregnant								
1956-2	Denham Meat Co.	99.00			151.06	151.06	99.00	52.06
1956-3	"	343.27		28.92	428.10	457.02	343.27	113.75
1956-4	"	282.21		10.36	286.83	296.83	282.21	14.62
(12/8/56 to 12/23) Excepted period—Pregnant								
1957-1	Unemployed				147.63	147.63		147.63
(12/23/56 to 3/2/57) Excepted period—pregnant								
1957-2	Denham Meat Co.	6.00						
	Housework	195.00		28.39	440.65	469.04	201.00	268.04
1957-3	"	195.00			449.21	449.21	195.00	254.21
1957-4	"	195.00			372.26	372.26	195.00	277.26
1958-1	"	195.00		11.05	436.53	457.53	195.00	262.53

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-2	Housework	60.00		26.78	192.31	219.09	60.00	159.09
(5/4/58 to 7/13/58) Excepted period—Pregnant								
1958-3	"	165.00			363.66	363.66	165.00	198.66
1958-4	"	195.00			372.26	372.26	195.00	177.26
1959-1	"	195.00		14.69	575.47	590.16	195.00	395.16
1959-2	"	195.00			468.25	468.25	195.00	273.21
1959-3	"	30.00		31.33	77.14	108.47	30.00	78.47
(6/28/59 to 9/13/59) Excepted period—Pregnant								
1959-4	Housework	195.00		19.33	383.40	402.73	195.00	207.73
1960-1	"	130.00			579.97	579.97	130.00	449.97
1960-2	"	130.00		32.73	469.83	502.56	130.00	372.56
1960-3	"	130.00			488.56	488.56	130.00	358.56
1960-4	"	130.00			439.80	439.80	130.00	309.80
1961-1	"	130.00		27.02	418.03	445.05	130.00	315.05
1961-2	"	130.00		31.98	538.75	570.73	130.00	440.73

Total Net Backpay Through 2nd Quarter 1961 5750.16

Reeves, Nerlie SS# 439-30-9450		Date of Application for Reinstatement 4/8/55		Date Reinstated or Offered Reinstatement 6/15/55			Backpay Period 4/19/55 to 6/15/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				261.28	261.28		261.28
					Total Net Backpay			261.28

Richard, Pearl (Deceased) SS# 439-20-7446	Date of Application for Reinstatement 4/15/55	Date Reinstated or Offered Reinstatement 6/6/55	Backpay Period 4/25/55 to 6/6/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/25 to 6/6)	Unemployed				188.93	188.93		188.93

Total Net Backpay 188.93

Richardson, Rose H. SS# 439-03-9264	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 7/12/55	Backpay Period 4/5/55 to 7/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Unemployed				45.26	45.26		45.26
					Notal Net Backpay			402.80

Robertson,
Adele Lewis
SS# 439-20-9201

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 9/29/56

Backpay Period 4/14/55 to 9/29/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1956-3	Denville Hotel	47.00		28.92	428.10	457.02	47.00	410.02

Total Net Backpay 767.56

Rollins, Geraldine SS# 436-36-2439	Date of Application for Reinstatement 4/11/55	Date Reinstated or Offered Reinstatement 8/3/55	Backpay Period 4/19/55 to 8/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Marguerite Leekopp	150.00		25.12	314.44	339.56	150.00	189.56
1955-3	"	109.00			141.29	141.29	109.00	32.29

Total Net Backpay 221.85

Rubit,
Dorothy B.
SS# 438-34-4449

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement Improper reinstatement

Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/14 to end of quarter)			25.12	332.42	357.54		357.54
1956-3	Rutter Rex Mfg. Co., Improper Reinstatement (8/27 to 9/27) 9/27 to end of quarter Excepted—pregnancy	26.56			128.93	128.93	26.56	102.37
1956-4	Mrs. Keen & other housework (11/25 to end of quarter) (beginning of quarter to 11/25) Excepted—pregnancy	64.00		10.36	124.19	134.55	64.00	70.55
1957-1	Mrs. Keen & other housework	126.00			312.50	312.50	126.00	186.50
1957-2	"	168.00		28.39	440.65	469.04	168.00	301.04
1957-3	"	168.00			449.21	449.21	168.00	281.21
1958-1	Seg-mar, Inc.	312.25		11.05	436.48	447.53	312.25	135.28
1958-2	"			26.78	471.11	497.89		497.89
1958-3	"	128.50			427.68	427.68	128.50	299.18
1958-4	"	8.00			449.85	449.85	8.00	441.85
1959-1	Unemployed			14.69	575.47	590.16		590.16
1959-2	"				468.25	468.25		468.25
1959-3	Schram Bros.	466.20		31.33	515.02	546.35	466.20	80.15
1961-2	Charity Hospital (assumed) Est.	555.00		31.98	538.75	570.73	555.00	15.73

Total Net Backpay Through 2nd Quarter 1961 3827.70

Rubit,
Dorothy P.
SS# 433-40-1021

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
7/13/55

Backpay Period
4/14/55 to 7/13/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown			25.12	332.42	357.54		357.54
1955-3	"				84.26	84.26		84.26

Total Net Backpay 441.80

Sanders,
Ada (Newsom)
SS# 490-306-483

Date of Application for Reinstatement
4/14/55

Date Reinstated or Offered Reinstatement
10/3/55

Backpay Period
4/22/55 to 10/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	St. Bernard Parish Court House	179.40		25.12	295.06	320.18	179.40	140.78
1955-3	St. Bernard Parish Court House	234.00			410.00	410.00	234.00	176.00

Total Net Backpay 316.78

Sawyer, Ellen SS# 439-24-9942	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement 5/11/55	Backpay Period 4/19/55 to 5/11/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/19 to 5/11)	Unemployed				95.19	95.19		95.19

Total Net Backpay 95.19

Scott,
Dolores W.
SS# 437-07-6713

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
4/28/55

Backpay Period
4/14/55 to 4/28/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/14 to 4/25)	Unemployed				62.79	62.79		62.79

Total Net Backpay 62.79

Seaton,
Rebecca
SS# 427-34-4534

Date of Application for Reinstatement
4/22/55

Date Reinstated or Offered Reinstatement
5/16/55

Backpay Period
4/27/55 to 5/16/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/27 to 5/16)	Unemployed				82.34	82.34		82.34

Total Net Backpay 82.34

Shelton,
Clara Mae
SS# 435-40-0510

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
7/25/55

Backpay Period
4/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/14 to end of quarter)	Unemployed			25.12	332.40	357.52		357.52
1955-3 (Beginning of quarter to 7/25)	Southern Manhattan Infantswear Co., Fred Jellen-Hugo & Hy Oppenheim	77.07			97.27	97.27	77.07	20.20

Total Net Backpay 377.72

Simpson, Lillie Mae SS# 436-34-7657	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement 8/1/55	Backpay Period 4/19/55 to 8/1/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/19 to end of quarter)			25.12	314.13	339.25		339.25
1955-3	Unemployed (Beginning of quarter to 8/1)				128.67	128.67		128.67

Total Net Backpay 467.92

Smith, Leonardine
SS# 437-32-8330

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement None

Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	A. Solomon Co. (4/14 to end of quarter)	88.50		25.12	332.42	357.54	88.50	269.04
1955-3	"	127.32			410.00	410.00	127.32	282.68
1955-4	"	185.25			335.05	335.05	185.25	149.80
1956-1	"	245.38		16.65	526.18	542.83	245.38	297.45
1956-2	"	346.00			444.02	444.02	346.00	98.02
1956-3	"	244.00		28.92	428.10	457.02	244.00	213.02
1956-4	"	171.00		10.36	350.68	361.04	171.00	190.04
1957-1	"	431.00			494.81	494.81	431.00	63.81
1957-2	"	412.25		28.39	440.65	469.04	412.25	56.79
1957-3	"	208.00			449.21	449.21	208.00	241.21
1957-4	"	10.25			372.26	372.26	10.25	362.01
1958-1	"	171.25		11.05	436.48	447.53	171.25	276.28

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-2	A. Solomon Co.	333.00		26.78	471.11	497.89	333.00	164.89
1958-3	"	66.75			427.68	427.68	66.75	360.93
1958-4	"	28.00			449.85	449.85	28.00	421.85
1959-1	"	204.00		14.69	575.47	590.16	204.00	386.16
1959-2	"	427.75			468.25	468.25	427.75	40.50
1959-3	"	58.50		31.33	515.02	546.35	58.50	487.85
1959-4	"	326.50		19.33	383.40	402.73	326.50	76.23
1960-1	"	274.00			579.97	579.97	274.00	305.97
1960-2	"	237.50		32.73	469.83	502.56	237.50	265.06

Total Net Backpay Through 2nd Quarter 1961 5009.59

Smith, Octavia
SS# 435-38-0017

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement None

Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				410.00	410.00		410.00
1955-4	"				335.05	335.05		335.05
1956-1	"			16.65	526.18	542.83		542.83
1956-2	"				444.02	444.02		444.02
1956-3	E. H. Blum	230.85		28.92	428.10	457.02	230.85	226.17
1956-4	"	121.90						
	St. Aloysius College	20.00		10.36	350.68	361.04	141.90	219.14
1957-1	Unemployed				494.81	494.81		494.81
1957-2	"			28.39	440.65	469.04		469.04
1957-3	"				449.21	449.21		449.21
1957-4	"				372.26	372.26		372.26
1958-1	"			11.05	436.48	447.53		447.53

Smith,
Octavia
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-2	Unemployed			26.78	471.11	497.89		497.89
1958-3	"				427.68	427.68		427.68
1958-4	"				449.85	449.85		449.85
1959-1	"			14.69	575.47	590.16		590.16
1959-2	B. F. Davis Garment Co. Inc.	130.44			468.25	468.25	130.44	337.81
1959-3	"	467.83		31.33	515.02	546.35	467.83	78.52
1960-1	"	404.62			579.97	579.97	404.62	175.35
1960-2	"	487.43		32.73	469.83	502.56	487.43	15.13
1960-4	"	422.39			439.80	439.80	422.39	17.41
1961-1	"	330.58		27.02	418.03	445.05	330.58	114.47
1961-2	"	Est. 350.00		31.98	538.75	570.73	350.00	220.73
					Total Net Backpay Through 2nd Quarter 1961			7692.60

Sonia, Rosemary
SS# 435-38-6398

Date of Application for Reinstatement
6/6/55

Date Reinstated or Offered Reinstatement
7/29/55

Backpay Period
6/14/55 to 7/29/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (6/14 to end of quarter)			25.12	59.46	84.58		84.58
1955-3	Unemployed (Beginning of quarter to 7/29)				116.12	116.12		116.12

Total Net Backpay 200.70

Stewart, Millie Lee SS# 438-34-9812	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 7/25/55	Backpay Period 4/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/14 to end of quarter)			25.12	332.42	357.54		357.54
1955-3	Unemployed (Beginning of quarter to 7/25)				97.27	97.27		97.27

Total Net Backpay 454.81

Taplin, Dorothy Mae (Duncan)
SS# 438-40-8432

Date of Application for Reinstatement
4/22/55

Date Reinstated or Offered Reinstatement
5/3/55

Backpay Period
4/26/55 to 5/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Como (Housework)	4.14						
(2/26 to 5/3)	Mrs. Lewies (Housework)	4.14						
	Mrs. Windham (Housework)	4.14			31.76	31.76	12.42	19.34

Total Net Backpay 19.34

Taylor,
Mary Lee
438-28-2352

Date of Application for Reinstatement
7/7/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
7/15/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Benson & Buckman (7/15 to end of quarter)	108.00			351.73	351.73	108.00	243.73
1955-4	Sidney a Mayeur, Fluff Dry Laundeteria	104.00			335.05	335.05	104.00	231.05
1956-1	"	300.00		16.65	526.18	542.83	300.00	242.83
1956-2	Unemployed				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	Mrs. Pat O'Neil (housework)	144.00		10.36	350.68	361.04	144.00	217.04
1957-1	"	168.00			494.81	494.81	168.00	326.81
1957-2	"	144.00		28.39	440.65	469.04	144.00	325.04
1957-3	"	168.00			449.21	449.21	168.00	281.21
1957-4	Unemployed				372.26	372.26		372.26
1958-1	Dr. McDonald (housework)	112.00		11.05	436.48	447.53	112.00	335.53
1958-2	"	32.00						
	Mrs. Hardy (housework)	225.00		26.78	471.11	497.89	257.00	240.89

Taylor,
Mary Lee
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-3	Mrs. Hardy (housework)	270.00			427.68	427.68	270.00	157.68
1958-4	"	270.00			449.85	449.85	270.00	179.85
1959-1	"	360.00		14.69	575.47	590.16	360.00	230.16
1959-2	Mitchel P. Samuelson, owner, National Tailoring Co.	29.50			468.25	468.25	29.50	438.75
1959-3	The Claire Co. Inc.	171.00		31.33	515.02	546.35	171.00	375.35
1959-4	"	315.00		19.33	383.40	402.73	315.00	87.73
1960-1	"	292.50			579.97	579.97	292.50	287.47
1960-2	"	292.50		32.73	469.83	502.56	292.50	210.06
1960-3	" (assume employment continues)	Est. 292.50			488.56	488.56	292.50	196.06
1960-4	" "	" 292.50			439.80	439.80	292.50	148.30
1961-1	" "	" 292.50		27.02	418.03	445.05	292.50	152.55
1961-2	" "	" 292.50		31.98	538.75	570.73	292.50	278.23

Total Net Backpay Through 2nd Quarter 1961 6459.62

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.

Cases Nos. 15-CA-721, 15-CA-723

File in Formal File B

VOLUME V, Pages 401 - 428

Thomas, Luvenia
SS# 439-22-5582

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 7/13/55

Backpay Period 4/14/55 to 7/13/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Backpay
1955-2	San Antonio Regional Office, Army and Air Force (Exchanges) [Camp LeRoy Johnson] (4/14 to end of quarter)	16.71		25.12	332.42	357.54	16.71	340.83
1955-3	San Antonio Regional Office, Army and Air Force (Exchanges) [Camp LeRoy Johnson] (Beginning of quarter to 7/13)	14.25			45.26	45.26	14.25	31.01

Total Net Backpay 371.84

Thomas,
Mary
SS# 433-40-6360

Date of
Application for Reinstatement
4/5/55

Date Reinstated or
Offered Reinstatement
6/13/55

Backpay Period
4/14/55 to 6/13/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/14 to 6/13)	Unemployed				279.55	279.55		279.55

Total Net Backpay 279.55

Thomas, Mignonette SS# 435-40-0337	Date of Application for Reinstatement 4/7/55	Date Reinstated or Offered Reinstatement 6/15/57	Backpay Period 4/15/55 to 6/15/57

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/15 to end of quarter)			25.12	326.47	351.59		351.59
1955-3	Unemployed				410.00	410.00		410.00
1955-4	"				335.05	335.05		335.05
1956-2	" (5/1 to 6/1)				168.69	168.69		168.69
Beginning of quarter to 6/1 excepted—ill								
6/1 to end of quarter—excepted—pregnancy								
1957-1	Unemployed (3/1 to end of quarter)				154.86	154.86		154.86
Beginning of quarter to 3/1—excepted—pregnancy								
1957-2	Unemployed (Beginning of quarter to 6/15)				410.00	410.00		410.00
						Total Net Backpay		1830.19

Thornton, Jesenu A. SS# 434-36-1105	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 8/15/55	Backpay Period 4/14/55 to 8/15/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/14 to end of quarter)			25.12	332.42	357.54		357.54
1955-3	Unemployed (Beginning of quarter to 8/15)				191.90	191.90		191.90
					Total Net Backpay			549.44

Thornton, Rosalie
SS# 435-34-2272

Date of Application for Reinstatement
4/15/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/25/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Murphy Wholesale Tailors	189.77			410.00	410.00	189.77	220.23
1956-1	"	360.27		16.65	526.18	542.83	360.27	182.56
1956-2	"	327.13			444.02	444.02	327.13	116.89
1956-3	"	217.50		28.92	428.10	457.02	217.50	239.52
1957-1	"	305.50			494.81	494.81	305.50	189.31
1957-2	"	420.76		28.39	440.65	469.04	420.76	48.28
1957-3	"	157.50			449.21	449.21	157.50	291.71
1958-1	"	206.50		11.05	436.48	447.53	206.50	241.03
1958-2	"	88.00		26.78	324.41	351.19	88.00	263.19
(6/2/58 to 12/3/58) Excepted period—pregnancy								
1959-1	Murphy Wholesale Tailors	16.75						
	M & A Pants	49.00		14.69	575.47	590.16	65.75	524.41
1959-2	"	164.25			468.25	468.25	164.25	304.00
1959-3	"	177.25		31.33	512.02	546.35	177.25	369.10

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1960-1	M & A Pants	225.37			579.97	579.97	225.37	354.60
1960-2	"	359.74		32.73	469.83	502.56	359.74	142.83
1960-3	"	118.25			127.14	127.14	118.25	8.89
(8/8/60 to 12/10/60) Excepted period—pregnancy								
1960-4	M & A Pants	64.00			72.51	72.51	64.00	8.51
(8/8/60 to 12/10/60) Excepted period—pregnancy								
1961-1	M & A Pants	174.62		27.02	418.03	445.05	174.62	270.43
1961-2	"	239.50		31.98	538.75	570.73	239.50	331.23

Total Net Backpay Through 2nd Quarter 1961 4106.71

Valentine, Hilda
SS# 439-26-5319

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
7/13/55

Backpay Period
4/14/55 to 7/13/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (2/14 to end of quarter)			25.12	332.42	357.54		357.54
1955-3	Unemployed (Beginning of quarter to 7/13)				45.26	45.26		45.26

Total Net Backpay 402.80

Walker, Hattie SS# 435-40-7249	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/19/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Haspel Bros. Inc.	221.92		25.12	314.13	339.25	221.92	117.33
1955-3	"	321.56			410.00	410.00	321.56	88.44
1956-1	"	435.16		16.65	526.18	542.83	435.16	107.67
1958-1	Kolbs Restaurant	109.91		11.05	436.48	447.53	109.91	337.62
1958-2	Unemployed			26.78	471.11	497.89		497.89
1958-3	La. Garment Mfg. Co. Inc.	45.50			427.68	427.68	45.50	382.18
1958-4	"	285.70			449.85	449.85	285.70	164.15
1959-1	"	375.85		14.69	575.47	590.16	375.85	214.31
1959-2	"	419.99			468.25	468.25	419.99	48.26
1959-4	Domestic work—Mrs. Robert Drake	100.00		19.33	383.40	402.73	100.00	302.73
1960-1	Orleans Parish School Board	106.12			579.97	579.97	106.12	473.85
1960-2	"	297.00		32.73	469.83	502.56	297.00	205.56
1960-3	"	130.00			488.56	488.56	130.00	358.56
1960-4	Unknown				439.80	439.80		439.80
1961-1	Unemployed			27.02	418.03	445.05		445.05
1961-2	Domestic work, Mrs. Lavis Landry, Jr.	347.75		31.98	460.47	492.45	347.75	144.70

Total Net Backpay Through 2nd Quarter 1961 4328.10

Walker, Marjorie
SS# 438-40-6288

Date of Application for Reinstatement 3/22/55

Date Reinstated or Offered Reinstatement None

Backpay Period 3/30/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1 (3/30-4/2)	Unemployed				18.84	18.84		18.84
1955-2	"			25.12	380.09	405.21		405.21
1955-3	Louisiana Garment Mfg. Co. Inc.	76.58			410.00	410.00	76.58	333.42
1956-1	"	275.73		16.65	526.18	542.83	275.73	267.10
1956-2	"	267.86			444.02	444.02	267.86	176.16
1956-4	"	348.50		10.36	350.68	361.04	348.50	12.54
1957-1	"	309.50			494.81	494.81	309.50	185.31
1957-2	"	326.05		28.39	440.65	469.04	326.05	142.99
1958-1	"	294.85		10.05	436.48	447.53	294.85	152.68
1958-2	"	9.20		26.78	471.11	497.89	9.20	488.69
1958-3	"	422.20			427.68	427.68	422.20	5.48
1958-4	"	337.40			449.85	449.85	337.40	112.45

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-1	Louisiana Garment Mfg. Co. Inc.	521.74		14.69	575.47	590.16	521.74	68.42
1959-3	"	533.50		31.33	515.02	546.35	533.50	12.85
1960-2	"	342.44		32.73	469.83	502.56	342.44	160.12
1960-3	"	459.35			488.56	488.56	459.35	29.21
1961-2	"	Est. 464.25		31.98	538.75	570.73	464.25	106.48

Total Net Backpay Through 2nd Quarter 1961 2,677.95

Wallace, Alma
SS# 435-16-0684

Date of Application for Reinstatement
11/28/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
12/6/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-4 (12/6-end of quarter)	Mercy Hospital, Roman Catholic Sisters of Mercy	18.72			28.60	28.60	18.72	9.88
1956-1	"	317.50		16.65	526.18	542.83	317.50	225.33
1956-2	"	261.59			444.02	444.02	261.59	182.43
1956-3	Unemployed			28.92	428.10	457.02		457.02
1956-4	Leon Godchaux Clothing Co. Ltd.	73.32		10.36	350.68	361.04	73.32	287.72
1957-1	"	236.65						
	Seg Mar, Inc.	44.50			494.81	494.81	281.15	213.66
1957-2	Leon Godchaux Clothing Co. Ltd.	259.98		28.39	440.65	469.04	259.98	209.06
1957-3	"	261.65			449.21	449.21	261.65	187.56
1957-4	"	180.00						
	Ervin J. Gaust, owner Godchaux's Snack Bar	123.48			372.26	372.26	303.48	68.78
1959-1	Pelican Tomato Co. Inc.	199.51		14.69	575.47	590.16	199.51	390.65

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-2	Pelican Tomato Co. Inc.	3.16						
	Seg Mar, Inc.	273.00			468.25	468.25	276.16	192.09
1959-3	"	449.50		31.33	515.02	546.35	449.50	96.85
1959-4	"	286.50		19.33	383.40	402.73	286.50	116.23
1960-1	"	509.38			579.97	579.97	509.38	70.59
1960-2	"	452.12		32.73	469.83	502.56	452.12	50.44
1960-3	"	Est. 343.16			488.56	488.56	343.16	145.40
1960-4	"	Est. 343.16			439.80	439.80	343.16	96.64
1961-1	"	Est. 343.16		27.02	418.03	445.05	343.16	101.89
1961-2	" (Assumed)	Est. 343.16		31.98	538.75	570.73	343.16	227.57

Total Net Backpay Through 2nd Quarter 1961 3,329.79

Washington, Beatrice SS# 433-10-1421	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement 8/3/55	Backpay Period 4/19/55 to 8/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/19 to end of quarter)	Haspel Bros. Inc.	292.87		25.12	314.13	339.25	292.87	46.38
1955-3 (to 8/3)	Haspel Bros. Inc.	71.81			141.23	141.23	71.81	69.42

Total Net Backpay 115.80

Washington, Dorothy
SS# 437-38-9518

Date of Application for Reinstatement
2/16/55

Date Reinstated or Offered Reinstatement
Improper reinstatement

Backpay Period
2/24/55 to 6/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Unemployed (2/24 to end of quarter)				173.48	173.48		173.48
1955-2	Rutter Rex (Begin quarter to 6/3)	237.40			273.57	273.57	237.40	36.17

Total Net Backpay 209.65

Washington, Lula Mae
SS# 438-36-4137

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement None

Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Travelers	90.00						
	Uniform		7.00		410.00	410.00	83.00	327.00
1955-4	Travelers Inn	90.00						
	Uniform		7.24					
	Felix Benura Co.	109.50			335.05	335.05	192.26	142.79
1956-1	"	279.00		16.65	526.18	542.83	279.00	263.83
1956-2	"	409.00			444.02	444.02	409.00	35.02
1957-1	"	490.48			494.81	494.81	490.48	4.33
1957-2	"	345.72		28.39	440.65	469.04	345.72	123.32
1957-3	Allis Auto Associates	42.00			449.21	449.21	42.00	407.21
1957-4	Unemployed				372.26	372.26		372.26
1958-1	Jung Hotel	168.80		11.05	436.48	447.53	168.80	278.73
1958-2	"	287.38		26.78	471.11	497.89	287.38	210.51

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-3	Jung Hotel	184.92			427.68	427.68	184.92	242.76
1958-4	"	313.96			449.85	449.85	313.96	135.89
1959-1	"	269.56		14.69	575.47	590.16	269.56	320.60
1959-2	"	308.42			468.25	468.25	308.42	159.83
1959-3	"	174.51		31.33	515.02	546.25	174.51	371.74
1959-4	"	318.27		19.33	383.40	402.73	318.27	84.46
1960-1		300.74			579.97	579.97	300.74	279.23
1960-2	"	283.55		32.73	469.83	502.56	283.55	219.01
1960-3	"	176.70			488.56	488.56	176.70	311.86
1960-4	"	185.57			439.80	439.80	185.57	254.23
1961-1	"	305.41		27.02	418.03	445.05	305.41	139.64
1961-2	"	Est. 300.00		31.98	538.75	570.73	300.00	270.73

Total Net Backpay Through 2nd Quarter 1961 5305.52

Watford, Fannie M.
SS# 428-38-3375

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to 2/25/57

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Canellia (housework)	91.30		25.12	332.42	357.54	91.30	266.24
1955-3	"	107.90			410.00	410.00	107.90	302.10
1956-1	Unemployed (1/1/56 to 2/4/56) Excepted period—illness			16.65	277.99	294.64		294.64
1956-2	Unemployed				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1957-1	Imperial Dye House (2/25 to 3/30/57) Excepted period—pregnancy	225.00			311.03	311.03	225.00	86.03

Total Net Backpay 1850.05

Watson,
Mabel
SS# 438-42-4734

Date of Application for Reinstatement
4/27/55

Date Reinstated or Offered Reinstatement
7/25/55

Backpay Period
5/5/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (5/5 to end of quarter)			25.12	237.87	262.99		262.99
1955-3	Unemployed (Begin of quarter to 7/25)				97.27	97.27		97.27

Total Net Backpay 360.26

Weathersby, Dorothy
SS# 438-40-9669

Date of Application for Reinstatement
4/15/55

Date Reinstated or Offered Reinstatement
No

Backpay Period
7/28/56 to 10/4/59

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1956-3	Joe and Jean's Hot Spot	292.50		28.92	271.34	300.26	292.50	7.76
1956-4	Joe and Jean's Hot Spot	96.50						
	House of Joy	96.50		10.36	201.49	211.85	193.00	18.85
1957-1	Pentagon Restaurant	434.50			494.81	494.81	434.50	60.31
1957-2	"	434.50		28.39	440.65	469.04	434.50	34.54
1958-3	Unemployed				427.68	427.68		427.68
1959-3	Davis Bar	434.50		31.33	515.02	546.35	434.50	111.85

Total Net Backpay 660.99

White, Beatrice
SS# 439-44-3776

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement None

Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Louisiana Ind. Ins. Co. (4/11 to end of quarter)	23.82		25.12	350.30	375.42	23.82	351.60
1956-1	"			16.65	526.18	542.83		542.83
1956-2	"	61.83			444.02	444.02	61.83	382.19
1956-3	Steins Stores of New Orleans Inc. (beginning to 7/18)	74.50		28.92	100.79	129.71	74.50	55.21
	7/19 to end of quarter excepted—pregnancy							
1956-4	Haspel Bros. Inc.	15.09						
	(10/19 to end of quarter) F. W. Woolworth Co. (Begin quarter to 10/19) Excepted—pregnancy	81.46		10.36	245.62	255.98	96.55	159.43
1957-1	Unemployed (did some home work)	15.00			494.81	494.81	15.00	479.81
1957-2	"	15.00		28.93	440.65	469.04	15.00	454.04
1957-3	"	15.00			449.21	449.21	15.00	434.21

White,
Beatrice
Page 2

Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1957-4	Unemployed (did some house work)		15.00			372.26	372.26	15.00	357.26
1958-1	"		15.00		11.05	436.48	447.53	15.00	432.53
1958-2	"		15.00		26.78	471.11	497.89	15.00	482.89
1958-3	"		15.00			427.68	427.68	15.00	412.68
1958-4	"		15.00			449.85	449.85	15.00	434.85
1961-1	Assume homework continued	Est.	15.00		27.02	418.03	445.05	15.00	430.05
1961-2	"	Est.	15.00		31.98	538.75	570.73	15.00	555.73

Total Net Backpay Through 2nd Quarter 1961 5963.31

Williams, Alice SS# 439-24-9377	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 5/30/55	Backpay Period 4/14/55 to 5/30/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed 4/14 to 5/30)				198.96	198.96		198.96

Total Net Backpay 198.96

Williams, Helen
SS# 438-07-6777

Date of Application for Reinstatement 4/8/55

Date Reinstated or Offered Reinstatement Improper reinstatement 2/22/56

Backpay Period 4/19/55 to 7/16/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/19 to end of quarter)	Unemployed			25.12	314.13	339.25		339.25
1955-3	Unemployed				410.00	410.00		410.00
1955-4	"				335.05	335.05		335.05
1956-1	Rutter Rex Mfg. Co.	153.34		16.65	526.18	542.83	153.34	389.49
1956-2	"	163.74			444.02	444.02	163.74	280.28
1956-3 (begin to 7/16)	"	54.30		28.92	77.96	106.88	54.30	52.58

Total Net Backpay 1806.65

Williams, Marion SS# 439-42-0747	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 1/24/56				Backpay Period 1/14/55 to 1/24/56	
Year & Quarter	Remarks	Interim Earnings	Xmas. & Vac. Bonus Expenses	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Churchill J. Brazelton (4/14 to end of quarter)	95.00	25.12	332.40	357.52	95.00	262.52
1955-3	Churchill J. Brazelton	350.00		410.00	410.00	350.00	60.00
1955-4	"	325.00		335.05	335.05	325.00	10.05
1956-1	"	80.00	16.65	196.33	212.98	80.00	132.98

Total Net Backpay 465.55

Woodfork,
Yvonne
SS# 433-40-6794

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 7/25/55

Backpay Period 4/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/14 to end of quarter)			25.12	332.40	357.52		357.52
1955-3	Unemployed (Beginning of quarter to 7/25)				97.27	97.27		97.27

Total Net Backpay 454.79

Woodridge, Estella L. SS# 439-32-3284	Date of Application for Reinstatement 4/15/55	Date Reinstated or Offered Reinstatement 1/8/58	Backpay Period 4/22/55 to 1/8/58

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/22 to end of quarter)			25.12	295.05	320.17		320.17
1955-3	Unemployed				410.00	410.00		410.00
1955-4	"				335.05	335.05		335.05
1956-1	"			16.65	526.18	542.83		542.83
1956-2	"				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	"			10.36	350.68	361.04		361.04
1957-1	"				494.81	494.81		494.81
1957-2	"			28.39	440.65	469.04		469.04
1957-3	"				449.21	449.21		449.21
1957-4	"				372.26	372.26		372.26
1958-1	" (Beginning quarter to 1/8)			11.05	70.24	81.29		81.29

Total Net Backpay 4736.74

Zeno,
Audrey Mae
SS# 437-46-4356

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
6/9/55

Backpay Period
4/14/55 to 6/9/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/14 to 6/9)	New Orleans Laundries, Div. of Assoc. Baby Service Inc.	17.30			252.85	252.85	17.30	235.55

Total Net Backpay 235.55

IV.

A. Summarizing the facts and calculations specified above, the obligation of the Respondent to make whole the discriminatees under the Board Order and Court Decree will be discharged (except as to the discriminatees listed in the next paragraph, IV-B) by payment to the discriminatees named below the amounts set opposite their names, minus taxes required to be withheld from wages by Federal and State laws, and by the payment of the taxes so withheld, plus such additional taxes required by law to be paid by employers, to the appropriate tax collecting authorities.

Name	Amount
Alexander, Estrella	$ 533.21
Alexander, Iworner	43.82
Alonzo, Caledonia	88.12
Anderson, Beatrice	396.30
Anderson, Carrie	359.49
Anderson, Dora	75.53
Angrum, Ida M.	64.03
August, Gloria (Brown)	366.18
Aultman, Clarinda	454.81
Banks, Marion	1,052.07
Breaud, Leonce (deceased)	833.81
Brimmer, Bell	186.35
Brooks, Millie M.	461.10
Brown, Bessie	422.30
Brown, Evangeline Clark	555.68
Brown, Idele	454.80
Brown, Marguerite	286.68
Bryant, Miriam	49.94
Burkhalter, Ola Mae	69.16
Burns, Elizabeth	396.30
Campbell, Rose	1,340.81
Car, Katie Ruth	124.10
Carter, Mary Louise	31.81
Cart, Raymond	81.79
Clay, Helen	711.19
Clements, Lillie Mae	1,630.96
Coaston, Lucille	136.00
Coleman, Wilhelmina (Woods)	505.71
Columbus, Juanita	16.88
Coston, Ethel	64.91
Courseault, Shirley M. (Mercadel)	17.54

Name	Amount
Crawford, Shirley	270.17
Cropper, Clara	43.72
Darensbourg, Irma Ray	52.28
Davis, Elvera L.	380.73
Davis, Thelma (Mathews)	290.19
Delpit, Mathilda	225.54
Drake, Elizabeth	43.72
Duckett, Norma	495.84
Dufauchard, Arthemise	57.24
Dunn, Stella	319.23
Eddington, Isabella	48.73
Edgerson, Shirley M.	2,085.81
Evans, Alice	291.04
Farria, Vivian	193.19
Ferguson, Pearl	324.64
Fontenberry, Cleo	34.54
Fountain, Genever	75.53
Franklin, Zearlee	138.79
Gabriel, Geneva	385.99
Gant, Mary	342.81
Givens, Catherine	144.12
Green, Dorothy	2,816.15
Green, Genevieve	1,375.19
Green, Herise	223.55
Green, Louise	62.80
Griffin, Ethel (Abernathy)	50.08
Griffin, Joyce M.	23.53
Guidry, Mary A.	612.63
Hall, Catherine J.	240.20
Hamilton, Veoila (Gibson)	75.73
Harris, Freddie	187.77
Head, Marguerite	138.79
Hill, Bertha	1,246.94
Hollingshed, Gennie	800.09
Hubbard, Ruth	402.59
Hughes, Ninnie Bell	54.84
Jackson, Eleanor	492.44
Johnson, Luella	177.13
Johnson, Olivia	92.20
Johnson, Verna L.	2,768.41
Johnson, Virginia	511.42
Jolly, Ruth Joyce	130.72
Jones, Edna	69.16
Jones, Shirley Mae	311.05
Joshua, Olivia	68.38
Keeler, Johnnie Mae	450.59
Kelly, Dorothy	6.99
Kimble, Alnetta	348.22

Name	Amount
LaRoche, Sophie B.	862.52
LaRose, Gertrude	252.90
LeBeau, Edna	92.57
Lee, Ruby	50.08
Lyons, Lorraine	1,389.63
McKinnie, Leotha	31.63
Magee, Vivian	547.47
Margin, Eleanor	517.69
Marshall, Dorothy	63.43
Marshall, Willie Lee	800.58
Martin, Eliska	568.30
Matthews, Gloria	322.35
Monette, Roberta	43.72
Moore, Leola	344.80
Moore, Orelia	107.88
Moten, Lena Dixon	50.08
Myers, Mandy (Thomas)	15.36
Newman, Marietta	3,829.43
Newton, Rosie Lee	48.84
Nicholas, Clothilde	479.96
Parker, Shirley	260.41
Patterson, Elnora	319.21
Penn, Gloria Mae	10.51
Phillips, Louise	461.09
Powell, Melvina	100.85
Proctor, Mildred	953.80
Randall, Edna	256.13
Rapp, Gloria (Bearett)	44.52
Reeves, Nerlie	261.28
Richard, Pearl (deceased)	188.93
Richardson, Rose H.	402.80
Rollins, Geraldine	221.55
Rubit, Dorothy P.	441.80
Sanders, Ada (Newsom)	316.78
Sawyer, Ellen	95.19
Scott, Dolores W.	62.79
Seaton, Rebecca	82.34
Shelton, Clara Mae	377.74
Simpson, Lillie Mae	467.92
Sonia, Rosemary	200.70
Stewart, Millie Lee	454.81
Taplin, Dorothy (Duncan)	19.34
Thomas, Luvenia	371.84
Thomas, Mary	279.55
Thomas, Mignonette	1,830.19
Thornton, Jesenu A.	549.44
Valentine, Hilda	402.80

Name	Amount
Washington, Beatrice	115.80
Washington, Dorothy	209.65
Watford, Fannie M.	1,850.05
Watson, Mabel	360.26
Weathersby, Dorothy	660.90
Williams, Alice	198.96
Williams, Helen	1,806.65
Williams, Marion	465.55
Woodfork, Yvonne	454.79
Woodridge, Estella L.	4,736.74
Zeno, Audrey Mae	235.55
	$62,741.84

B. In addition to the amounts of net backpay claimed to be due the discriminatees listed in Paragraph IV-A above, the Respondent also has the obligation under the Board Order and Court Decree to make whole the discriminatees listed below by offering them reinstatement within the meaning of the Board Order and Court Decree; and by payment to them the amounts set opposite their names (minus taxes as stated in Paragraph IV-A above) which amounts of backpay cover the period of discrimination through July 8, 1961, plus an additional payment of backpay to them (calculated and arrived at in the same manner as described in Paragraphs II and III above) from July 8, 1961, until the date of their respective offers of reinstatement.

Name	Amount
Alexcee, Irene	$ 1,811.23
Allen, Victoria	3,674.61
Barnes, Sonora (Rochon)	6,475.02
Bentley, Helen	674.61
Berry, Ira Mae	2,608.95
Bickham, Amanda	7,515.09
Bowles, Doris E.	3,899.70
Bozonier, Marguerite	3,518.10
Brown, Elvera	6,029.32
Brumfield, Ruth	4,307.69
Burns, Hazel	6,592.28
Cheri, Miriam	1,632.97
Cooper, Bessie (Lee)	4,401.12
Cornish, Estella	5,628.78

Name	Amount
Dandridge, Dorothy	6,268.43
Davis, Georgianna (Dervisa)	988.69
Davis, Lenora	523.32
Delpit, Gloria	1,908.56
Denley, Alice T. (Gabriel)	4,842.11
Dixon, Gloria	968.69
Fernandez, Minnie Mae	2,953.35
Foreman, Ethel M.	3,895.28
Francis, Edna	6,487.51
Fulton, Vera	5,61[illegible]92
Gamble, Indiana (Plummer)	[illegible]3
Green, Jimmie Lou	[illegible]
Griffin, Audrey Mae	[illegible]
Haynes, Gustavia (Gale)	3,246.25
Haynes, Ida	7,607.88
Henderson, Victoria	2,938.50
Hicks, Rose Marie	3,876.35
Holden, Helen	357.54
Jackson, Louise	4,617.11
Jeff, Catherine (Clark)	5,055.87
Johnson, Eunice	7,569.04
Johnson, Maybelle	4,636.63
Landry, Lila Coston (Thompson)	2,344.19
Lanier, Elmarie (Carolina)	3,272.59
Lanier, Ernestine	8,241.23
Larrieu, Louis, Jr.	3,552.60
Learson, Dorothy White	570.84
Lesene, Amelia	357.54
Lewis, Audrey Ann	6,774.34
Lewis, Doris	1,301.36
Lewis, Leonard T., Jr.	957.59
Lockett, Marie G.	7,609.08
Lodge, Kathleen	2,452.98
Lotten, Herbert	1,407.41
Martin, Noel	1,306.87
Merredith, Geraldine	7,843.09
Montgomery, Bessie	3,070.37
Morrison, Elouise (Epps)	4,593.01
Nash, Adele (Hall)	3,549.00
Ocampo, Desrderia	1,989.10
Parker, Anna	8,020.73
Parnell, Yvonne	5,449.30
Ray, Wilhelmina	4,460.60
Recasner, Isabelle (Jenkins)	1,847.76
Reed, Dorothy Kearney	5,750.16
Robertson, Adele Lewis	767.56
Rubit, Dorothy B.	3,827.70

Name	Amount
Smith, Leonardine	5,009.59
Smith, Octavia	7,692.60
Taylor, Mary Lee	6,459.62
Thornton, Rosalie	4,106.71
Walker, Hattie	4,328.10
Walker, Marjorie	2,677.95
Wallace, Alma	3,329.79
Washington, Lula Mae	5,305.52
White, Beatrice	5,963,31
	$280,022.23

PLEASE TAKE NOTICE that on the 29th day of January, 1962, at ten o'clock in the forenoon (CST) at:

Hearing Room
820 Lowich Building
2026 St. Charles Avenue
New Orleans, Louisiana

a hearing will be held before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the above Specification, at which time you will have the right to appear in person, or otherwise, and give testimony.

You are further notified that pursuant to Section 102.54 of the Rules and Regulations of the National Labor Relations Board the Respondent shall, within 15 days from the service of the Specification, file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to the Specification. To the extent that an answer filed pursuant to Section 102.54 of the Board's Rules and Regulations fails to deny allegations of the Specification in the manner required under paragraph (b) of the above Section and the failure so to do is not adequately explained, such allegations shall be deemed to be admitted to be true and the Respondent shall be precluded from introducing any evidence controverting such allegations.

Dated at New Orleans, Louisiana, this 16th day of November, 1961.

NATIONAL LABOR RELATIONS BOARD

/s/ JOHN F. LEBUS
By .....
JOHN F. LEBUS
Regional Director
National Labor Relations Board
Fifteenth Region

820 Lowich Building
2026 St. Charles Avenue
New Orleans 13, Louisiana

Supreme Court of the United States

OCTOBER TERM, 1968

No. 925

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

—v.—

J. H. RUTTER REX MANUFACTURING COMPANY, INC., ET AL.,
Respondent.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

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Preliminary Intermediate Report and Order of the Trial Examiner, dated January 23, 1963	18
Trial Examiner's Supplemental Decision in Back Pay Proceeding, dated June 2, 1964	39
Back Pay Specification and Notice of Hearing issued November 16, 1961, (pages 1 thru 6 and 213 thru 429)	316
Respondent's Answer to Back Pay Specification with Exhibit A attached	588
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Excerpts from Transcript of Proceedings—
Witnesses:

Loren P. Jones
Direct 637
Cross 639
Re-direct 647

Philip Lampert
Direct 648

Bessie Cooper Lee
Cross 653

J. J. Hooley
Direct 653

General Counsel's Exhibit 7; the records of the following employees:

Ada Angrum 659
Sonora Barnes (Rochon) 660
Lenora Davis 665
Gloria Delpit 668
Mathilda Delpit 669
Shirley Edgerson 672
Pearl Ferguson 674
Minnie Fernandez 676
Gustavia Haynes (Gale) 681
Victoria Henderson 685
Rose Marie Hicks 689
Louise Jackson 693
Lela Mae Coston Landry 696
Leonard Lewis 698
Kathleen Lodge 700
Noel Martin 705
Gloria Matthews 709
Desideria Ocampo 710
Mildred Proctor 712
Wilhelmina Ray (Blanchard) 713

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Dorothy B. Rubit	717
Rosalie Thornton	722
Hattie Walker	724
Alma Wallace	728
Fannie Watford	732
General Counsel's Exhibit No. 8	733
General Counsel's Exhibit No. 9	737
General Counsel's Exhibit No. 10	739
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Respondent's Exhibit No. 6	743
Respondent's Exhibit No. 7	744
Respondent's Exhibit No. 10	745
Respondent's Exhibit No. 13	746
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Respondent's Exhibit No. 38	750
Respondent's Exhibit No. 48	751
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Respondent's Exhibit No. 51	753
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Respondent's Exhibit No. 66A	755
Respondent's Exhibit No. 66B	759
Respondent's Exhibit No. 73	760
Respondent's Exhibit No. 74	761
Respondent's Exhibit No. 75	763
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Respondent's Exhibit No. 113	789
Respondent's Exhibit No. 124	790
Respondent's Exhibit No. 128	791
Respondent's Exhibit No. 130	793
Respondent's Exhibit No. 133	797
Respondent's Exhibit No. 134	798
Respondent's Exhibit No. 137	800
Respondent's Exhibit No. 139	801
Respondent's Exhibit No. 144	803
Respondent's Exhibit No. 172	805
Respondent's Exhibit No. 173	806
Respondent's Exhibit No. 195	808
Respondent's Exhibit No. 201	809
Motion of J. H. Rutter-Rex Mfg. Co. for an order directing the Regional Director to refrain from proceeding with Back Pay hearing with the following exhibits attached:	811
Exhibits B, C and D	825, 826, 827
Supplemental Exhibit II(a)	831
Supplemental Exhibit II(b)	899
Supplemental Exhibit II(c)	900
Appendices to brief of National Labor Relations Board on motion to enjoin back pay proceeding:	
Affidavit of John F. LeBus, dated March 2, 1962	902
Letter to J. H. Rutter-Rex Mfg. Co. from Charles M. Paschal, Jr. dated August 21, 1957	904
Letter to J. H. Rutter-Rex Mfg. Co. from John F. LeBus, dated April 29, 1957	906

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Brief in support of Motion to Stay filed by J. H. Rutter-Rex Mfg. Co. 908

Supplemental Brief in support of Motion to Stay filed by J. H. Rutter-Rex Mfg. Co. 942

Excerpts from Transcript of Oral Argument before the United States Court of Appeals for the Fifth Circuit 955

Opinion of the Court of Appeals, dated July 23, 1968 957

Judgment of the Court of Appeals, dated August 26, 1968 974

Order denying petitions for rehearing en banc, dated October 1, 1968 976

Order granting certiorari 977

G. C. 1(m)

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION

Cases Nos. 15-CA-721, 15-CA-723

Received, NLRB 15th Reg., New Orleans, I.A.,
Sep. 4, 3:28 P.M., '62 /s/ al

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.

and

AMALGAMATED CLOTHING WORKERS OF AMERICA,
AFL-CIO

RESPONDENT'S ANSWER TO BACKPAY SPECIFICATION

Now comes J. H. RUTTER-REX MANUFACTURING COMPANY, INC., respondent herein, and in reply to the Backpay Specification filed herein on November 16, 1961, avers:

1

That because of the illegal, unwarranted and prejudicial delays of the Regional Director of the NATIONAL LABOR RELATIONS BOARD in this proceeding, and because of the speculative premises relied upon by the Regional Director in preparing the Backpay Specification and the schedules to which it refers, respondent is unable to respond to the Backpay Specification in the fully detailed manner apparently required by the literal provisions of Section 102.54 of the Rules and Regulations of the NATIONAL LABOR RELATIONS BOARD. Respondent accordingly filed with the United States Court of Appeals for the Fifth Circuit a motion to stay the backpay hearing which was set by the Regional Director for January 29, 1962, and attaches hereto, as a part of this answer as *Exhibit A*, a copy of the opinion of the

Court of Appeals in which the Court states that the Board has been guilty of inordinate delays in the handling of this case. Respondent now files this answer reserving the right to supplement the same at such time as the position of the Regional Director in the Backpay Specification is clarified and as further details become available to the respondent during the course of preparation for the hearing and during the course of the hearing itself.

2

Answering Article I of the Backpay Specification, respondent denies that any employee listed in Article I thereof is entitled to the payment of any backpay whatsoever. Respondent admits that certain of its employees engaged in a strike which commenced on April 21, 1954. Respondent further admits that applications for reinstatement were received from some of the employees listed in Article I of the Specification, but denies that any application for reinstatement was received from the following employees at any time between the date on which the strike terminated and the date on which the Backpay Specification was filed:

ALEXCEE, Irene
ALLEN, Victoria
BARNES, Sonore (Rochon)
BREAUD, Leonce
COOPER, Bessie (Lee)
CORNISH, Estella
DAVIS, Georgiana
FULTON, Vera
GAMBLE, Indiana (Plummer)
HAYNES, Ida
HOLDEN, Helen
SMITH, Leonardine
LESENE, Amelia
LODGE, Kathleen
MARTIN, Noel
MORRISON, Elouise (Epps)
OCAMPO, Desrderia
TAYLOR, Mary
THOMPSON, Lila Coston
THORNTON, Rosalie
WALKER, Hattie
WEATHERSBY, Dorothy
WALKER, Marjorie
WALLACE, Alma

3

Answering Article II of the Specification, respondent objects to the method used by the BOARD in computing backpay for the following reasons:

Respondent contends that if it should be determined that backpay is due to any employee, which is denied,

the liability of respondent to that employee should be computed by reference to the performance and earnings of said employee before and/or after the strike, and not be referring to the alleged average earned by other employees during the backpay period.

Even if it were relevant to compute backpay in this instance by averaging the earnings of other employees, respondent objects to sub-part 1 of Article II of the Specification because the selection of the 101 incumbent and 82 replacement employees referred to by the BOARD in its computations is an inaccurate and prejudicial basis for computing the liability of the company. The BOARD has selected a majority of employees whose earnings are above the plant average and has also selected employees whose earnings are above the average earned by all of the operators on the particular operation on which the selected employees were employed. The result of the selection of above-average employees in determining the amount which the BOARD claims would have been earned by the alleged discriminatees is to increase the amounts allegedly due to said discriminatees, many of whom were untrained employees, many of whom were learners, and many of whom were earning less than the guaranteed minimum rate in effect in the plant for experienced operators on the date of the strike. The BOARD has not considered the earning record of the alleged discriminatees before the strike, and has assumed facts which lead to the conclusion that the respondent paid higher wages than any employer with whom any alleged discriminatee found employment during the period covered by the Specification.

With reference to sub-part 2 of Article II, respondent objects to parts (b) and (c) because the BOARD has assumed that a vacation payment was due each year to any employee on the company payroll and has ignored the actual details of the company's vacation plan. Similarly, the BOARD has assumed that a "bonus" was automatically due to each alleged discriminatee at Christmas without regard to the requirement in the company plan that an employee be continuously employed during a 5-year period before a second week's vacation is due to

that employee, which second week is normally payable at Christmas time and has thus become popularly referred to as a Christmas bonus.

With regard to sub-part 3 of Article II, respondent objects to part (a) thereof in which the Board has categorized cutters, spreaders, and clicking machine operators together in Group 1 in order to compute average earnings, whereas in truth and in fact these classifications are paid on a separate and distinct basis.

With further reference to sub-part 3 of Article II, respondent objects to the basis on which the average earnings of the male utility employees was computed in that the BOARD has included an assistant to the warehouse manager who was not in the unit for purposes of collective bargaining, one John J. Lais, thereby raising the average above what any alleged discriminatee would have earned.

With reference to sub-part 4 of Article II of the Specification, respondent objects to the grouping of all female production employees in one group or classification without regard to the different operations upon which the said female production employees were employed. Respondent contends that a more proper basis of computing the earnings for the period covered by the Specification is to compute the earnings of each operator separately, and consider the results in relation to the actual earnings of an alleged discriminatee before and/or after the strike.

With regard to sub-part 5, and referring to Groups 1 through 4, inclusively, respondent objects to the exclusion from the average of any employee employed for less than six months. Such exclusion has the effect of eliminating the earnings of irregular and irresponsible employees from the computation of the average and has the further effect of increasing the vacation pay used in computing the average in the Specification. With reference to Group 5, respondent objects to the selection of the incumbent and replacement employees on the arbitrary basis assumed by the BOARD because it has the effect of including in the average only those steady and experienced employees whose earnings are not indicative of the average in the plant but whose earnings are above average.

Further answering sub-part 5 of Article II, respondent alleges that the BOARD has computed average earnings by reference to those employees who were predominantly above average with the result that each alleged discriminatee referred to in the schedules, even though employed in plants which are in competition with respondent, and in some instances in plants which are operating under a contract with the AMALGAMATED CLOTHING WORKERS OF AMERICA, AFL-CIO, is alleged to have earned less for a comparable period of employment than the BOARD claims the same employees would have earned in respondent's non-union plant.

Answering sub-paragraph 6 of Article II, respondent objects to the BOARD's method of computing the alleged gross backpay, in that the BOARD has divided the bi-weekly wages of the incumbent and replacement employees in a particular group by the total number of employees in the group who show any earnings in the bi-weekly pay period. Such a method of computation disregards that number of employees who through absenteeism may have no earnings in a particular pay period.

Answering sub-paragraphs 9 and 10 of Article II of the Specification, respondent objects to the method of computation proposed by the BOARD in that such method has the effect of according vacation bonus benefits to employees who have not earned them simply because the average of said vacation and bonus benefits are given automatically to all employees under the BOARD's method of computation.

Further answering Article II, respondent objects to the BOARD's method of computation because the BOARD does not take into consideration normal absenteeism in the plant, which, on the average, amounts to approximately one day per employee per month. In addition, the BOARD has assumed that the alleged discriminatees would have worked steadily and without interruption for the entire period referred to in the Backpay Specification, which assumption is contrary to the experience of the plant.

4

Answering Article III of the Specification, respondent avers that it has complied in good faith with the obligations imposed by the United States Court of Appeals for the Fifth Circuit in enforcing the BOARD's order in this proceeding, and accordingly denies the correctness of the computations set forth in the tables which are a part of Article III of the Specification.

With regard to those columns in the schedules referred to as "Remarks", "Interim Earnings", and "Expenses", respondent is without knowledge regarding any of the information reflected in said columns. However, respondent alleges on information and belief that in most, if not all, the cases referred to in the schedule attached to Article III, the net interim earnings of the alleged discriminatees were higher than reflected in the schedule.

5

Answering Article IV of the Specification, respondent denies that it is indebted to any of the persons named therein for any amounts whatsoever, and further denies that any of the persons named in said article are entitled to reinstatement as of this date.

And now further answering, respondent avers:

6

(1) Respondent had no obligation to rehire any striker who did not in good faith submit an application for reinstatement. In numerous instances, which will be pointed out at the hearing, applications were received from strikers who were not serious about returning to work but who submitted an application merely on instructions from the union. In other instances strikers refused employment when it was offered to them. In addition, no application was ever received from the employees listed in Article II of the answer.

(2) Respondent is not obligated to rehire any employee who engaged in improper conduct during the strike. Those strikers who were not employed for this reason were the following:

BICKMAN, Amanda
BROWN, Elvera M.
DANDRIDGE, Dorothy
GREEN, Jimmie Lou
GRIFFIN, Audry
HICKS, Rose Marie
JOHNSON, Maybelle
LANIER, Elmarie
LANIER, Ernestine
LARRIEU, Louis
LEWIS, Doris
LEWIS, Leonard T., Jr.
SMITH, Leonardine
SMITH, Octavia
WASHINGTON, Lula Mae

(3) Respondent had no obligation to rehire any employee on the basis of the union's letter of April 4, 1955, which terminated the strike. In many instances the schedule accompanying Article III of the Backpay Specification lists April 5, 1955, as the date upon which an alleged discriminatee applied for reinstatement. As a matter of fact, the Company received no applications whatsoever on this date and accordingly denies that it had any obligation to rehire a striker unless and until an application was submitted.

(4) Respondent is not obligated to hire any employee for whom respondent had no work on the date upon which such employee applied. In order to maintain production at an efficient level it was necessary to avoid disrupting respondent's balanced line operation by the indiscriminate placing of inexperienced learners in key positions in the line. This would have destroyed the efficiency of the line, and resulted in less production and fewer jobs.

(5) Respondent was not obliged to rehire any striker who did not seek reinstatement within a reasonable time following the termination of the strike.

(6) During all the time covered by the Specification, the respondent maintained a standing order for employees with the United States Employment Service and from time to time inserted advertisements in the local press seeking employees. Respondent alleges that any of its employees who went on strike and who seriously sought reemployment would have maintained contact with respondent in order to obtain work when work was available. On information and belief, respondent alleges that many of the alleged discriminatees were not serious about returning to work for respondent, but rather submitted

an application upon suggestion from the union in the hope that at some future date they would be found eligible for the payment of backpay.

(7) Respondent further avers that the Regional Director and/or the BOARD, by delaying for approximately 4½ years the filing of the Backpay Specification, has failed to discharge the duty placed upon it by Section 102.52 of the Rules and Regulations of the BOARD, and has failed to comply with the affirmative requirement of Section 6 of the Administrative Procedure Act. By such failure to comply with the dtuies placed upon it by law, the Regional Director and/or the BOARD has prejudiced the rights of the respondent by permitting the accrual of excessive backpay and, through the passage of time, rendering difficult, if not impossible, an adequate defense to the facts alleged in the 428 pages of the Backpay Specification. Because of the illegal, unwarranted, and prejudicial delay which has occurred, all to the detriment of respondent, and in spite of respondent's request for the cooperation of the BOARD in the matter of compliance with its Order as enforced by the Court of Appeals, the Regional Director and the Board should be estopped from construing the Order which has been enforced in this case as a punitive Order requiring respondent to pay backpay for the period of the BOARD's own delays.

(8) Respondent further avers that the Court of Appeals for the Fifth Circuit, in enforcing the BOARD's Order in this proceeding, did not contemplate literal compliance with the requirement in the BOARD's Order that each striker who reapplied be given employment within the 5-day period referred to in the BOARD's Order. On the contrary, respondent avers that the Circuit Court of Appeals recognized the practical difficulties which had been urged to the Court by respondent in support of its contention that the original BOARD Order was a punitive and not remedial one, and intended that the BOARD consider these difficulties in determining respondent's obligations under the Decree.

Respondent avers that it has made a good faith effort to rehire all of the strikers who applied for reinstatement within a reasonable time after the termination of the

strike, with the exception of those who had engaged in improper conduct during the strike, and consistent with the work which was available in the plant and the respondent's need to maintain a balanced operation in the plant, and that it has accordingly discharged its obligation under the BOARD Order as enforced by the Court of Appeals.

WHEREFORE respondent asks that the Backpay Specification which has been filed herein be dismissed, and that respondent be accorded such other relief as may be proper under the circumstances.

BROWN HERMAN SCOTT
& YOUNG

By /s/ John M. Scott
JOHN M. SCOTT
203 Ft. Worth Club Bldg.
Ft. Worth, Texas

MONTGOMERY BARNETT BROWN
& READ

By /s/ H. J. Read
HENRY J. READ
806 N B C Bldg.
New Orleans 12
Attorneys for
J. H. RUTTER-REX
MANUFACTURING CO., INC.

NATIONAL LABOR RELATIONS BOARD
Docket 15-CA-721, 15-CA-723, Official Exhibit No. GC-1m.
Disposition Identified, Received, in the matter of
Rutter Rex
Date, 11-13-62, Reporter, Lyon.

AFFIDAVIT

ORLEAN: PARISH
LOUISIANA

Personally came and appeared EUGENE J. RUTTER, who after being duly sworn deposed and said that he is the President of J. H. RUTTER-REX MANUFACTURING COMPANY, INC., respondent in the above and foregoing answer; that he has read the same and knows the contents thereof and that the same are true and correct. In any instance in which an allegation is made on information and belief, respondent believes said allegation to be true.

/s/ Eugene J. Rutter
EUGENE J. RUTTER

SWORN TO AND SUBSCRIBED
September 4th, 1962.

/s/ Wood Brown, Jr.
Notary Public
[SEAL]

Received, NLRB 15th Reg., New Orleans, I.A.,
Sep. 4, 3:28 P.M., '62 /s/ al

CERTIFICATE

I CERTIFY that I have filed an original and four copies of the above and foregoing answer with the Regional Director for the Fifteenth Region of the NATIONAL LABOR RELATIONS BOARD by causing the same to be delivered to his office in New Orleans this 4th day of September, 1962.

/s/ H. J. Read
HENRY J. READ

EXHIBIT A

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 16422

NATIONAL LABOR RELATIONS BOARD, PETITIONER

versus

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.
RESPONDENT

On Motion of J. H. Rutter-Rex Manufacturing Company, Inc. to Enjoin the National Labor Relations Board from Conducting a Back Pay Proceeding.

(July 19, 1962)

Before CAMERON, JONES and GEWIN, Circuit Judges:

GEWIN, Circuit Judge: On January 3, 1962, upon the application of J. H. Rutter-Rex Manufacturing Company, Inc., the employer, this Court issued an order temporarily staying all further actions pending before the National Labor Relations Board, Fifteenth Region, involving hearing with respect to back pay specification, until this Court could determine whether the motion to stay the proceedings permanently should be granted. This case arises as a sequel to our decision and order in *N. L. R. B.* v. *J. H. Rutter-Rex Manufacturing Company, Inc.*, June 10, 1957, 245 F. 2d 594. The question now is whether the stay order should be made permanent.

We will not undertake to detail all facts involved except to say that the difficulties resulted from a strike which began in April 1954 and ended in April 1955, out of which arose our decision above mentioned. The employer

claims good faith compliance with the judicially enforced Board order; that it reported to the Board; and further, that on November 7, 1957, it wrote a letter to the Board in which it stated:

> "If any instance of a failure to fully comply with the order is brought to your attention, we would appreciate your contacting us promptly so that such corrective measures as may be necessary can be immediately taken in order to assure full compliance with the decree."

The employer complains that nothing was heard from the Board until about three years later when the Board demanded detailed information covering approximately 400 employees. On November 16, 1961, more than four years after our decree, a formal back pay specification and notification was issued by the Board which involved numerous detailed figures, dates, wage rates, weekly earnings, probable earnings, etc. In summary, the employer contends that because of such unwarranted delay by the Board, the proceedings are invalid, are arbitrary and in violation of law.

The Board on the other hand relies upon its letter to the employer dated August 21, 1957, which contains the following statement:

> "When you have fully complied with the affirmative terms of the Decree and there are no violations of its negative provisions, you will be notified that the case has been closed. Until you receive such notice you will know that the case still remains open for all purposes as awaiting compliance."

Further, the Board asserts that the employer is thoroughly familiar with the type of letter written by the Board when there has been satisfactory compliance with the affirmative requirements and negative provisions of a decree and the file in the case finally closed. No such closing letter was written in this case and therefore, says the Board, the employer knew the matters involved were still pending.

The employer candidly admits that the relief herein sought by it has never been granted, or perhaps considered by the Federal Appellate Judiciary.[1] The employer specifically calls our attention to the "All Writs Act", 28 U.S.C.A. § 1651; the Administrative Procedure Act, 5 U.S.C.A. § 1005(a), § 1008(b) and § 1009(c); § 102.52 of the Rules of the Board relating to Back Pay Specification[2]; § 10 of the National Labor Relations Act, 29 U.S.C.A. § 160(b); numerous decisions commenting upon unusual and unreasonable delay; and the Five Year Statute of Limitations, 18 U.S.C.A. § 3282.

In effect, counsel for the Board has admitted the obvious assertion of the employer that there has been inordinate delay in this case. While the delay is regrettable, we are unwilling to exercise the power of this Court to permanently stay the administrative proceedings instituted by the Board and therefore, the motion for a permanent stay is hereby DENIED. It seems appropriate to comment that the administrative proceedings involved remain subject to judicial review. At this time we simply conclude that we should not take any further action with respect to the proceedings before the Board prior to such time as a final order is entered by the Board, or other final action taken, without passing upon the question of the court's jurisdiction to grant such permanent stay or whether the court has or ought to exercise the power to stay such administrative proceedings.

---

[1] "We begin by stating to the Court that no decision of the Federal appellate judiciary has heretofore considered a motion of this type, asking that the National Labor Relations Board be stayed from holding a back pay hearing where the Board had ordered that employees be reinstated and the Court had enforced the order."

[2] "SEC. 102.52 Initiation of proceedings.—After the entry of a court decree enforcing an order of the Board directing the payment of back pay, if it appears to the regional director that there has arisen a controversy between the Board and a respondent concerning the amount of back pay due which cannot be resolved without a formal proceeding, the regional director shall issue and cause to be served upon the respondent a backpay specification in the name of the Board. The specification shall contain or be accompanied by a notice of hearing before a trial examiner at a place therein fixed and at a time not less than 15 days after the service of the specification."

G. C. 4(j)

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL LABOR RELATIONS BOARD
DIVISION OF TRIAL EXAMINERS
WASHINGTON, D. C.

Cases Nos. 15-CA-721, 15-CA-723

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.

and

AMALGAMATED CLOTHING WORKERS OF AMERICA, AFL-CIO

RESPONDENT'S AMENDED ANSWER TO BACKPAY SPECIFICATION

Now comes J. H. RUTTER-REX MANUFACTURING CO., INC., respondent herein, and in reply to the Backpay Specification filed herein on November 16, 1961, herewith files its amended answer thereto, and avers:

1

Respondent denies that the persons listed in Article I of the Specification are entitled to any payments of any amounts whatsoever under the terms of the BOARD'S Order of February 13, 1956. Except to the extent hereinafter noted in the amended answer, it is submitted that the persons listed in Article 1 of the Specification were respondent's employees who went out on strike on or after April 21, 1954. Except to the extent hereinafter admitted, it is denied that applications for reinstatement were received from the said striking employees at any time between the date on which the strike terminated and the date on which the Backpay Specification was filed.

2

Answering Article II of the Specification, respondent objects to the method used by the BOARD in computing

backpay for the reasons stated in detail in the memorandum heretofore filed in these proceedings. Briefly stated, respondent objects to the BOARD'S method of selecting only experienced and superior employees in Groups 1 through 5 who show earnings in each bi-weekly period for use in determining the gross interim earnings of the claimants in lieu of computing an average based upon the earnings of all employees in each group who show earnings during the quarterly payroll periods. Respondent attaches hereto as part of this amended answer *Schedule* covering the period from March 1955 to December 1961 and reflecting the actual average earnings on a quarterly basis of all of the employees in each group. Respondent reiterates its denial that any amounts are due to any claimants named in the Specification under the terms of the BOARD Order, but alleges, in the alternative, that should any individual in any of the groups referred to in the Specification be held to have been entitled to reinstatement prior to the date on which reinstatement occurred, then that gross backpay in the case of that individual should be determined for the period in question in accord with the attached schedule for the group in which the claimant falls.

3

Answering Article III of the Specification, respondent denies the correctness of the computations set forth in Article III, and denies that it is indebted to any claimant in any amount for the reasons hereinafter stated. With regard to those columns in the schedules referred to as "Remarks", "Interim Earnings" and "Expenses", respondent is without knowledge regarding any of the information reflected in said columns, but alleges on information and belief that in most, if not all, of the cases referred to in the schedule in Article III, the interim earnings of the alleged claimants were higher than reflected in the schedule.

4

Answering Article IV of the Specification, respondent denies that it is indebted to any of the persons named

therein for any amounts whatsoever, and further denies that any of the persons named in said Article are entitled to reinstatement as of this date, all for the reasons to be more definitely stated hereinafter.

5

Further answering, respondent avers the following as special defenses to the allegations of the Specification:

(a) Respondent is in compliance with the Order of the BOARD dated February 13, 1956 in that the Order required reinstatement of the returning strikers upon application for reinstatement, and none of the alleged claimants in the Specification applied for reinstatement on any date subsequent to the BOARD Order which has been enforced in these proceedings.

(b) Respondent has no obligation to rehire any striker who did not in good faith submit an application for reinstatement, since applications were received from and on behalf of many strikers who were not serious about returning to work, but who submitted or permitted the submission of an application in their names upon instructions from the union without an intention of accepting employment in respondent's plant.

(c) Respondent is not obligated to rehire any employee who engaged in improper conduct during the strike.

(d) Respondent had no obligation to rehire any employee on the basis of the union's letter of April 4, 1955, which terminated the strike.

(e) Respondent is not obligated to rehire any employee for whom respondent had no job available.

(f) Respondent was not obligated to rehire any applicant for reinstatement who did not seek reinstatement within a reasonable time.

(g) Under the terms of the Order, respondent is and was unable to determine which replacements should have been dismissed in order to reinstate a striker who applied for reinstatement, since the BOARD did not determine the date upon which the strike which was economic in origin became an unfair labor practice strike, and since persons hired before the strike became an un-

fair labor practice strike were not subject to dismissal in order to create an opening for strikers applying for reinstatement.

(h) Respondent, in complying with the BOARD Order, was entitled to consider the nature of its balanced line operation and the need to maintain production at an efficient level in order to avoid disrupting respondent's plant by the indiscriminate use of inexperienced personnel in key positions in the individual lines, a practice which would have destroyed efficiency and resulted in less production and fewer jobs.

(i) The Regional Director and/or the BOARD, by delaying for approximately 4½ years the filing of the Backpay Specification, and by failing to cooperate with respondent in working out the details of compliance, has failed to discharge the duty placed upon the BOARD by Section 102.52 of the Rules and Regulations of the BOARD, and has failed to comply with the affirmative requirements of Section 6 of the Administrative Procedure Act. By such failure to comply with the duties imposed by law, the Regional Director and/or the Board has prejudiced the rights of the respondent by permitting the accrual of excessive backpay claims and has made difficult, if not impossible, an adequate defense to the facts alleged in the Backpay Specification. Claimants and witnesses and other evidence which would have been available if this matter had been timely handled are not available at this late date. In support of this defense, respondent sets forth the chronology of the case since the termination of the strike in April of 1955:

(i) On June 29, 1955, the union filed a charge against respondent in Case No. 15-CA-843 of the docket of the BOARD for the Fifteenth Region, containing the following allegation:

"On or about April 5, 1955, the Employer, by its officers, agents, and representatives, has discriminatorily refused to reinstate or reemploy striking employees, whose names are attached hereto, in order to discourage membership in Amalgamated Clothing Workers of America,

> CIO, or because of their activity and/or membership in the said labor organization, and at all times since said date, the Employer has refused and does now refuse to reinstate or reemploy the said employees."

This charge was amended on August 2, 1955 and amended again on January 12, 1956. The original charge and the amendments were accompanied by a list of the names of the striking employees allegedly discriminated against.

(ii) On February 13, 1956, the BOARD issued an Order directing respondent to reinstate the striking employees, which Order reads in part as follows:

> "(b) Upon application, offer immediate and full reinstatement to their former or substantially equivalent positions to all those employees who went on strike on April 21, 1954, or thereafter without prejudice to their seniority or other rights and priivleges, dismissing if necessary all persons hired on or after that date, and make such applicants whole for any loss of pay suffered by reason of the respondent's refusal, if any, to reinstate them, in the manner set forth in the section of the Intermediate Report entitled 'The Remedy';"

(iii) On June 10, 1957, the Court of Appeals for the Fifth Circuit rendered its opinion enforcing the BOARD Order of February 13, 1956.

(iv) On October 31, 1957, the BOARD approved the union's withdrawal of the charges filed by the union in Case No. 15-CA-843 on June 29, 1955, August 2, 1955 and January 12, 1956, in which respondent had been charged with having discriminatorily refused to reemploy the striking employees. The BOARD's letter approving the withdrawal of said charges is attached hereto and marked *Exhibit A.*

(v) On September 11, 1957, respondent's representative responded to the BOARD's request for informa-

tion concerning the rehiring of returning strikers in the form of the letter attached hereto and marked *Exhibit B.*

(vi) By letter dated October 24, 1957, in further response to the BOARD'S request for information regarding the progress made in rehiring the strikers, respondent's representative mailed to the BOARD a list of employees on the payroll of respondent at the time the strike was called who applied for work after the strike terminated. The list submitted by respondent also reflected the date that each employee submitted an application for work and the date each was returned to work. The letter written by respondent's representative is attached hereto and marked *Exhibit C.* The list of employees to which the letter refers is attached and marked *Exhibit C* [1].

(vii) On October 31, 1957, again responding to the BOARD'S REQUEST, respondent, through its representative, submitted a copy of its payroll for April 17, 1954, reflecting the rate per hour and the earnings of the employees for the payroll period. This letter is attached hereto and marked *Exhibit D.*

(viii) On November 7, 1957, after respondent had furnished to the BOARD all of the information which the BOARD had requested concerning the names of the employees on the strike payroll, the names of the strikers who had applied for reinstatement, the dates on which certain applicants had been rehired, and the earnings of said employees, respondent's representative addressed to the BOARD a letter in the form attached hereto and marked *Exhibit E.* This letter contained the following request to the BOARD:

> "If any instance of a failure to fully comply with the order is brought to your attention, we would appreciate your contacting us promptly so that such corrective measures as may be necessary can be immediately taken in order to assure full compliance with the decree."

This letter was written so that respondent, which has at all times and in good faith attempted to comply with the BOARD's Order as enforced by the Court of Appeals for the Fifth Circuit, might have the cooperation of the BOARD in promptly acting upon any contention that respondent had not complied with its obligation to offer employment to any strikers seriously seeking reemployment for whom a job was available. Respondent's purpose was, of course, to avoid incurring a backpay obligation in any instance in which respondent might consider that its inability or unwillingness to rehire or delay in rehiring a particular striker or strikers was justified under the opinion of the Court of Appeals for the Fifth Circuit. If the BOARD did not agree, respondent wanted to be informed of that disagreement so that appropriate remedial action might be taken promptly.

(ix) Following the BOARD'S approval of the withdrawal of the charges of discrimination against the returning strikers, and following the BOARD'S receipt of the letter from respondent's representative asking the BOARD'S cooperation in working out the details of compliance, respondent heard nothing from the BOARD with regard to this question of compliance. From November 7, 1957, on which date respondent requested the BOARD to bring any instance of non-compliance to its attention so that corrective measures could be taken, nothing whatsoever was heard from the BOARD with regard to enforcement until March 22, 1960, on which date the BOARD addressed a letter to respondent in the form reflected in *Exhibit F*, in which the BOARD admitted that it had delayed action in this case "over a period of several years". On November 16, 1961, 4 years and 5 months after the date of the opinion of the Court of Appeals, without any prior presentation of its claim to the respondent, and without any attempt to work out an amicable settlement of any claim with respondent or its representatives (in spite of the fact that under customary BOARD practice an effort would be made to work out the details of compliance

amicably), the BOARD filed the Specification in this case claiming that liability in the sum of $342,744.07 had accrued against the respondent, and that the said sum was increasing day by day.

Because of the chronology set forth in sub-paragraphs (i) through (ix) herein, respondent avers, *first*, that the Regional Director and the BOARD should be estopped from proceeding with the Backpay Hearing for the reason that the amounts of money put at issue by the filing of the Backpay Specification were increased from a figure which would have been nominal to a figure which threatens the existence of respondent's business by one fact alone, and that is the inordinate delay of the Regional Director and the BOARD in these proceddings, all in violation of the reasonable promptness required by the Rules and Regulations of the BOARD and by the Administrative Procedure Act, 5 USC Section 1005 (a), which required the BOARD to proceed with reasonable dispatch to the conclusion of the compliance phase of this proceeding. *Alternatively*, that the Examiner and the BOARD should take into consideration the unwarranted and illegal delays of the Regional Director in making a determination of the amount of backpay due to any individual applicant in the event that the Examiner or the Board should ultimately find any individual instance in which respondent has not fully complied with the BOARD'S Order as enforced herein.

Respondent avers that a substantial part of the BOARD'S delay in this case was and is due to its desire to cooperate with and assist the Amalgamated Clothing Workers of America, AFL-CIO in its negotiations with respondent contrary to the BOARD'S affirmative duty to work out the details of compliance with dispatch and with consideration of the devastating effect of delay upon the respondent; that between October 31, 1957 and March 9, 1960, respondent and the union were negotiating in an effort to reach agreement on a contract, during all of which time the BOARD took no action toward fulfilling its duties to the Court and to respondent in working out the details of compliance; that the last meeting between

respondent and the union was on March 9, 1960, which meeting terminated with a refusal by the attorney for the union to sign a contract in written form which respondent's attorney had agreed to sign on the company's behalf; that from March 9, 1960 to the date of the filing of this answer, the union has not requested a further meeting; that on March 22, 1960, immediately following the last negotiation meeting of March 9, 1960, respondent received a letter from a representative of the BOARD in the form attached hereto and marked *Exhibit F.* On information and belief, respondent alleges that, at the request of the union, the BOARD took no action in this case while negotiations were continuing and until requested by the union to do so after the negotiating meeting of March 9, 1960.

(j) Respondent's maximum obligation to reinstate on any given date was limited to the number of replacements hired to fill jobs vacated by the strikers on and after the date upon which the strike became an unfair labor practice strike. Many of the jobs which existed on the date of the strike, April 21, 1954, no longer existed on April 4, 1955, due to the radical curtailment of respondent's business which followed the cancellation of government contracts and the loss of commercial accounts. As a result of the reduction in the volume of respondent's work caused by the strike, the number of available jobs was greatly reduced, which was a primary factor in making it impossible to reinstate many applicants on the date of their application.

(k) The backpay claims alleged in the Specification are barred by laches by reason of the BOARD'S failure to file the Specification for a period of 4½ years.

(l) The backpay claims set forth in the Specification are prescribed by Article 3534 of the Louisiana Civil Code which provides that an action by employees for wages is prescribed by the passage of one year.

6

Further answering, respondent alleges that it is not liable to the individual claimants for the various reasons set forth in Article 5 hereof, and, more particularly:

(a) Respondent was not and is not obligated to rehire the claimants listed in the *Schedule* attached hereto as a part of this sub-paragraph because of improper conduct engaged in by them during the strike.

(b) Respondent received no application for reinstatement from the claimants listed in the *Schedule* attached hereto as a part of this sub-paragraph at any time after the strike terminated.

(c) Respondent reinstated the claimants listed in the *Schedule* attached hereto as a part of this sub-paragraph within five (5) days of application.

(d) Respondent has no obligation to any of the individuals listed in the *Schedule* attached hereto as a part of this sub-paragraph for the period between the date of application shown after each name listed and the date of hiring shown after each name for the reason that the lapse of time between the two dates was attributable to the fact that no vacancy in the job classification applied for or in any equivalent classification existed on the date of application because the volume of work in the plant had been substantially reduced by loss of contracts, or because of difficulties inherent in rebuilding the balanced line operation, or because the available jobs were filled by employees which the BOARD Order did not require the company to dismiss in order to create vacancies for returning strikers.

(e) Respondent has no liability to the claimants named in the *Schedule* attached hereto as a part of this sub-paragraph due to the fact that respondent requested said claimants to report for work upon the dates shown opposite their names but that the said claimants did not respond to the request. Respondent lists on said *Schedule* the date on which each claimant applied and the date on which that claimant was requested to report for work, and in the event that there is a lapse of more than five (5) days between the two dates, respondent avers that that period was due to the fact that there were no openings available until the latter date for the reasons set forth in sub-paragraph (d) of this Article.

(f) Respondent has no obligation to the claimants listed in the *Schedule* attached hereto as a part of this

sub-paragraph because they advised company representatives that they were not interested in returning to work at respondent's plant or because they were not actually available for work when they applied.

(g) Respondent has no obligation to the claimants listed in the *Schedule* attached hereto as a part of this sub-paragraph because they did not apply for reinstatement within a reasonable time. Respondent lists opposite each name in said Schedule the date of application.

(h) Respondent has no obligation to the claimants listed in the *Schedule* attached hereto as a part of this sub-paragraph because of the fact that each of said claimants was rehired on the date indicated opposite his or her name but was later terminated on the date indicated for unsatisfactory performance on the job. Respondent also lists opposite each name the date on which said employee applied for reinstatement, and if there was a lapse of more than five (5) days between the date of application and the date of rehiring, the said lapse was due to the fact that there were no available openings on the date of application for the reasons set forth in sub-paragraph (d) of this Article.

(i) Respondent has no obligation to the claimants listed in the *Schedule* attached hereto as a part of this sub-paragraph because they were not on the company's payroll at the time of the strike.

7

Alternatively, and only in the event that the Examiner and the BOARD ultimately conclude that any claimant is entitled to backpay for any period whatsoever, then respondent avers that the gross backpay for any such claimant and for any such period shall be as reflected on the attached *Schedule* showing the average earnings of Groups 1 through 5 on a quarterly basis for the period beginning March 1955 and extending through December 1961. In the case of each claimant, gross interim earnings should be determined by reference to the quarterly average earnings on the attached Schedule for the group in which said claimant falls, subject to such credits and exclusions

as are proper under the law, but which are unknown to respondent at this time and which will be developed at the hearing by cross-examination of the individual claimants or otherwise.

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Finally, respondent avers that it has made a good faith effort to rehire all of the strikers who applied for reinstatement within a reasonable period after said application ,with the exception of those who had engaged in improper conduct during the strike, and consistent with the work available in the plant and respondent's need to maintain an efficient balanced operation, and that it has accordingly discharged its obligation under the BOARD Order as enforced by the Court of Appeals.

WHEREFORE, respondent prays that the Backpay Specification which is filed herein be dismissed, and that respondent be accorded such other relief as may be proper.

BROWN HERMAN SCOTT
& YOUNG
203 Ft. Worth Club Building
Ft. Worth 2, Texas

MONTGOMERY BARNETT BROWN
& READ
806 N B C Building
New Orleans 12

By /s/ H. J. Read
HENRY J. READ

Attorneys for
J. H. RUTTER-REX
MANUFACTURING CO., INC.

HEDULE OF AVERAGE QUARTERLY EARNINGS
Groups 1 through 5
S REFERRED TO IN ARTICLES 2 and 7

Quarters	Group 1 Avg. per quarter	Group 1 Earnings after	Group 2 Avg. per quarter	Group 2 Earnings after	Group 3 Avg. per quarter	Group 3 Earnings after	Group 4 Avg. per quarter	Group 4 Earnings after	Group 5 Avg. per quarter	Group 5 Earnings after
March 31, 1955		601.66		452.13		418.57		361.78		
June 30, 1955		612.42		536.95		489.20		487.75		
Sept. 30, 1955		576.04		492.24		507.64		425.36		
Dec. 31, 1955	487.07	624.60	487.42	444.36	483.00	509.35	495.90	555.17	366.54	
March 31, 1956		626.02		596.47		646.23		789.13		
June 30, 1956		549.20		534.76		512.44		804.81		
September 30, 1956		545.63		473.57		542.49		674.35		
December 31, 1956	541.60	274.44	529.11	511.65	565.03	530.14	726.60	632.46	379.20	
March 31, 1957		488.52		469.95		572.60		703.11		
June 30, 1957		477.59		242.69		511.87		449.90		
September 30, 1957		783.96		367.39		601.32		496.64		
December 31, 1957	671.48	543.57	338.01	242.64	549.25	519.82	560.74	503.00	394.28	
March 31, 1958		472.74		489.09		559.50		669.37		
June 30, 1958		415.02		325.73		587.64		674.12		
September 30, 1958		604.63		362.55		419.42		588.70		
December 31, 1958	583.91	604.14	401.45	534.33	493.03	466.51	636.44	643.48	399.45	
March 31, 1959		716.87		663.59		717.41		871.65		
June 30, 1959		635.02		413.40		529.64		687.29		
September 30, 1959		502.71		603.19		600.92		767.39		
December 31, 1959	713.95	617.64	489.39	421.37	559.51	441.29	728.24	588.34	439.35	
March 31, 1960		756.34		643.73		710.18		792.50		
June 30, 1960		749.53		560.25		636.78		678.43		
September 30, 1960		799.44		592.34		738.03		666.04		
December 31, 1960	779.63	624.74	586.14	548.24	697.51	550.45	686.94	548.25	446.42	
March 31, 1961		716.62		544.86		622.49		752.76		
June 30, 1961		724.63		562.08		754.84		791.27		
September 30, 1961		892.74		591.19		654.32		702.02		
December 31, 1961	877.81	702.11	587.55	652.05	671.10	655.00	746.08	732.13	453.48	

EARNINGS

2 and 7

Group 1		Group 2		Group 3		Group 4		Group 5	
2		3	4	5	6	7	8	9	10	11
	Avg. earning per quarter		Avg. earning per quarter		Avg. earning per quarter		Avg. earnings per quarter		Avg. earnings per quarter	
	601.66		452.13		418.57		361.78		460.19	
	522.42		536.95		489.20		487.75		336.77	
July Avg Quarter Earnings	576.04		492.21		507.64		625.36		336.23	
470.71	524.60	487.47	444.36	488.00	509.95	495.90	555.17	366.54	346.35	
	626.02		596.47		645.23		789.13		426.32	
	549.20		534.76		512.44		804.81		417.58	
	445.63		473.57		542.49		674.35		365.38	
541.60	274.44	529.11	511.65	565.03	530.14	726.60	632.46	379.26	295.08	
	488.52		469.95		572.60		703.11		408.69	
	677.59		242.69		511.87		499.90		410.62	
	783.96		367.39		601.32		496.64		304.39	
671.48	543.57	338.01	242.64	549.25	519.82	660.74	523.00	394.28	356.27	
	272.74		489.09		559.50		669.37		338.28	
	415.02		325.73		587.64		674.12		425.29	
	204.63		362.55		419.42		588.70		390.17	
583.91	204.14	401.45	534.33	493.03	466.51	636.46	643.48	399.45	402.14	
	767.87		663.59		717.41		871.65		505.08	
	435.02		413.46		529.64		687.29		414.40	
	302.71		603.19		600.12		767.39		460.71	
713.95	617.64	489.39	421.37	555.51	441.29	728.24	588.34	439.35	372.58	
	756.34		643.73		710.18		792.50		516.69	
	749.53		560.25		636.78		678.43		450.11	
	799.44		592.34		738.03		666.04		422.10	
779.63	624.74	586.14	548.24	497.51	550.45	686.94	598.25	446.42	404.39	
	767.62		544.86		622.49		752.76		436.28	
	724.62		562.08		754.84		791.27		417.65	
	892.74		591.19		654.37		702.02		457.64	
867.87	752.11	587.55	652.05	671.10	655.00	746.08	732.13	453.48	562.53	

n

SCHEDULE REFERRED TO IN ARTICLE 6(a)

BICKHAM, Amanda
BROWN, Elvira
DANDRIDGE, Dorothy
GREEN, Jimmie Lou
GRIFFIN, Audrey Mae
HAYNES, Gustavia
HICKS, Rose Marie
LANIER, Elmarie
LANIER, Ernestine
LARRIEU, Louis
LEWIS, Doris
LEWIS, Leonard
SMITH, Leonardine
SMITH, Octavia
WASHINGTON, Lula Mae

SCHEDULE REFERRED TO IN ARTICLE 6(b)

ALEXANDER, Estrella
ALEXCEE, Irene
ALLEN, Victoria
BANKS, Marion
BARNES, Sanora
BERRY, Ira Mae
BREAUD, Leonce
COLUMBUS, Juanita
COOPER, Bessie
CORNISH, Estell
DAVIS, Georgiana
DAVIS, Lenora
EDGERSON, Shirley Mae
FULTON, Vera
GAMBLE, Indiana Plummer
HAYNES, Ida
HILL, Bertha
HOLDEN, Helen
HUBBARD, Ruth
JOHNSON, Eunice
JOHNSON, Olivia
LANDRY, Lila Coston
LaROCHE, Sophie
LESENE, Amelia
LODGE, Kathleen
MARTIN, Eliska
MARTIN, Noel
MORRISON, Eloise Epps
MYERS, Mandy
OCAMPO, Desderia
RANDALL, Edna
RUBIT, Dorothy B.
THORNTON, Rosalie
WALKER, Hattie
WALKER, Marjorie
WALLACE, Alma
WASHINGTON, Dorothy
WEATHERSBY, Dorothy

SCHEDULE REFERRED TO IN ARTICLE 6(c)

Claimant	Applied	Hired
CARTER, Mary Louise	4/20/55	4/25/55
CERF, Raymond	5/19/55	5/19/55
CLAY, Helen	9/20/55	9/20/55
HARRIS, Freddie	5/ 9/55	5/10/55
HOLLINGSHED, Jennie	10/10/55	10/10/55
PATTERSON, Elnora	6/14/55	6/15/55
WASHINGTON, Beatrice	8/ 3/55	8/ 3/55
WILLIAMS, Helen	2/22/56	2/22/56
WILLIAMS, Marion	1/24/56	1/24/56

SCHEDULE REFERRED TO IN ARTICLE 6(d)

Claimant	Applied	Hired
ALEXANDER, Iworner	4/19/55	4/25/55
ALONZO, Caledonia	4/20/55	5/ 4/55
ANDERSON, Beatrice	4/18/55	7/12/55
ANDERSON, Carrie	4/22/55	7/18/55
ANDERSON, Dora	4/18/55	5/ 2/55
ANGRUM, Ida Mae	8/15/55	10/ 3/55
AUGUST, Gloria	4/15/55	7/25/55
AULTMAN, Clarinda	4/19/55	7/25/55
BRIMMER, Bell	4/11/55	5/26/55
BROOKS, Millie	4/20/55	7/26/55
BROWN, Idele	4/21/55	7/25/55
BROWN, Margarite	4/14/55	7/19/55
BRYANT, Miriam	4/27/55	5/12/55
BURKHALTER, Ola Mae	4/ 4/55	4/28/55
BURNS, Elizabeth	4/18/55	7/12/55
CARR, Katie Ruth	4/15/55	7/25/55
COASTON, Lucille	4/27/55	7/11/55
WOODS, Wilhelmina	4/21/55	8/19/55
COSTON, Ethel	4/15/55	5/23/55
COURSEAULT, Shirley	4/19/55	5/16/55
CRAWFORD, Shirley Mae	5/ 4/55	7/12/55
CROPPER, Clara	4/14/55	5/25/55
DAVIS, Elvera	4/14/55	7/20/55
DAVIS, Thelma	4/15/55	5/30/55
DELPIT, Gloria	5/11/55	No vacancy in classification
DELPIT, Mathilda	4/14/55	8/15/55
DIXSON, Gloria Mae	5/10/55	No vacancy in classification
DRAKE, Elizabeth	4/14/55	4/25/55
DUCKETT, Norma	4/15/55	8/ 3/55
DUFAUCHARD, Arthemise	4/15/55	4/28/55
EDDINGTON, Isabella	4/15/55	4/25/55
EVANS, Alice	4/14/55	7/12/55
FARRIA, Vivian	6/10/55	8/ 8/55
FERGUSON, Perl	4/11/55	8/ 8/55
FOREMAN, Ethel	7/11/55	No vacancy in classification
FOUNTAIN, Geneva	4/14/55	5/ 2/55
FRANKLIN, Zearlee	4/14/55	5/30/55
GABRIEL, Geneva	4/14/55	7/25/55

SCHEDULE REFERRED TO IN ARTICLE 6(d)—(Continued)

Claimant	Applied	Hired
GANT, Mary	4/ 8/55	7/18/55
GIVENS, Katherine	6/ 3/55	No vacancy in classification
GREEN, Herise	4/19/55	6/20/55
GREEN, Louise	4/15/55	4/28/55
GRIFFIN, Ethel	4/14/55	4/26/55
GRIFFIN, Joyce	5/11/55	5/23/55
GUIDRY, Mary	4/14/55	8/26/55
HALL, Catherine	4/20/55	6/ 3/55
HAMILTON, Viola	4/18/55	5/ 2/55
HUGHES, Minnie Bell	5/12/55	7/26/55
JACKSON, Eleanora	7/12/55	8/15/55
JOHNSON, Louella	4/20/55	8/ 3/55
JOHNSON, Virginia	4/29/55	8/ 5/55
JONES, Edna	4/19/55	4/22/55
JONES, Shirley Mae	10/28/55	12/ 7/55
JOSHUA, Olivia	5/10/55	6/ 6/55
KEELER, Johnnie Mae	4/25/55	8/ 4/55
KELLY, Dorothy Harris	5/25/55	5/17/55
KIMBLE, Alnetta	4/21/55	4/28/55
LaROSE, Gertrude	4/15/55	6/ 9/55
LeBEAU, Edna	4/18/55	5/ 5/55
LEE, Ruby	4/18/55	4/26/55
McKENNIE, Leotha	4/28/55	12/ 5/55
MARGIN, Elenor	4/11/55	8/ 8/55
MARSHALL, Dorothy	4/14/55	4/28/55
MATTHEWS, Gloria	5/ 5/55	7/25/55
MONETTE, Roberta	4/14/55	4/25/55
MOTEN, Lena Dixon	4/18/55	4/26/55
NEWTON, Rosie Lee	4/22/55	7/12/55
NICHOLAS, Clotilde	6/17/55	8/ 2/55
PARKER, Shirley	4/25/55	7/14/55
PARNELL, Evone	9/ /55	No vacancy in classification
PENN, Gloria	4/18/55	5/ 2/55
PHILLIPS, Louise	4/18/55	7/26/55
POWELL, Melvina	6/ 6/55	7/25/55
RAPP, Gloria	4/20/55	4/28/55
RAY, Wilhelmina	4/21/55	No vacancy in classification
REED, Dorothy Kearney	8/16/55	No vacancy in classification

SCHEDULE REFERRED TO IN ARTICLE 6(d)—(Continued)

Claimant	Applied	Hired
REEVES, Nerlie	4/27/55	6/15/55
RICHARD, Pearl	4/12/55	6/ 6/55
RICHARDSON, Rose	4/15/55	7/12/55
RUBIT, Dorothy P.	4/22/55	7/13/55
SANDERS, Ada	4/14/55	10/ 3/55
SAWYER, Ellen	4/22/55	5/11/55
SCOTT, Dolores	4/18/55	4/28/55
SEATON, Rebecca	4/19/55	5/16/55
SIMPSON, Lilly Mae	5/ 2/55	8/ 1/55
SONIA, Rose Mary	6/ 6/55	6/29/55
STEWARD, Millie Lee	4/21/55	7/25/55
TAPLIN, Dorothy Mae	4/18/55	5/ 3/55
THOMAS, Lovenia	4/25/55	7/13/55
THOMAS, Mary	4/15/55	6/13/55
THOMAS, Midnonette	8/ 5/55	No vacancy in classification
THORNTON, Jesenu	4/19/55	8/15/55
VALENTINE, Hilda	4/14/55	7/13/55
WATSON, Mabel	4/27/55	7/25/55
WILLIAMS, Alice	4/19/55	5/30/55
WOODFORK, Yvonne	5/ 9/55	7/25/55
MAGEE, Vivian	4/18/55	12/ 5/55
MOORE, Leola	5/ 4/55	8/ 4/55

SCHEDULE REFERRED TO IN ARTICLE 6(e)

Claimant	Applied	Requested to Report	Date Reported (if at all)
BENTLEY, Helen	8/ 8/55	9/19/55 and 3/29/56	9/18/61
BROWN, Bessie	4/19/55	7/11/55	
BRUMFIELD, Ruth	4/15/55	7/ /55	Never reported
CHERI, Miriam	5/ 3/55	3/29/56	Never reported
CLEMENTS, Lilly Mae	5/15/55	7/19/55	3/29/56
DENLEY, Alice Theresa	5/25/55	4/ 3/56	Never reported
FERNANDEZ, Minnie Mae	4/18/55	1956	Did not report until 10/18/60
GREEN, Dorothy	4/18/55	7/13/55	12/ 5/56
HEAD, Marguerite	4/19/55	7/18/55	Never reported
HENDERSON, Victoria	5/17/55	7/20/55	Never reported
JACKSON, Louise	5/25/55	8/55	Never reported
MEREDITH, Geraldine	4/15/55	7/18/55	Never reported
NASH, Adele	4/21/55	4/28/55	Never reported
PROCTOR, Mildred	4/15/55	3/29/56	4/ 3/56
RECASNER, Isabelle Jenkins	7/24/55	12/28/55	Never reported
WATFORD, Fanny Mae	4/19/55	8/ 3/55	12/ 4/61
WHITE, Beatrice	4/20/55	7/22/55	Never reported
WOODRIDGE, Estella	Unknown to respondent	Respondent attempted contact-claimant out of town-dates unknown to respondent	
ZENO, Audry	4/15/55	7/12/55	Never reported

SCHEDULE REFERRED TO IN ARTICLE 6(f)

CAMPBELL, Roe	(not interested)
DUN, Stella	(pregnant)
JOHNSON, Maybelle	(not interested)
ROBERTSON, Adele	(pregnant)

SCHEDULE REFERRED TO IN ARTICLE 6(g)

Claimant	Applied
BURNS, Hazel	10/13/55
FONTEBERRY, Cleo	11/ 4/55
GREEN, Genevieve	11/ 9/55
CLARK, Catherine Jeff	1/25/56
JOLLY, Ruth Joyce	11/ 7/55
LEARSON, Dorothy White	10/ 6/58
LOTTEN, Herbert	11/ 7/55
LYONS, Lorraine	5/11/56
MONTGOMERY, Bessie Brown	1957
NEWMAN, Marietta	3/12/58
PARKER, Anna	10/ 6/58

SCHEDULE REFERRED TO IN ARTICLE 6(h)

Claimant	Applied	Hired	Discharged
BOWLES, Doris	4/27/55	8/ 3/55	9/ 2/55
BOZONIER, Marguerite	4/18/55	8/ 5/55	8/23/55
DARENSBOURG, Irma Ray	6/17/55	Not indicted in personnel file	Quit
FRANCES, Edna	4/14/55	7/55	8/12/55
LEWIS, Audrey Ann	4/14/55	7/13/55	8/23/55
LOCKETT, Marie	4/15/55	8/ 3/55	8/17/55
MARSHALL, Willie Lee	8/16/55	8/29/55	12/29/55
MOORE, Orelia	4/22/55	5/ 2/55	5/10/55

SCHEDULE REFERRED TO IN ARTICLE 6(i)

BROWN, Evangeline Clark
JOHNSON, Verna
ROLLINS, Geraldine
SHELTON, Clara
TAYLOR, Mary Lee

AFFIDAVIT

ORLEANS PARISH
LOUISIANA

Personally came and appeared EUGENE J. RUTTER, who, after being duly sworn, deposed and said that he is the President of J. H. RUTTER-REX MANUFACTURING COMPANY, INC., respondent in the foregoing amended answer; that he has read the same and knows the contents thereof and that the same are true and correct. In any instance in which an allegation is made on information and belief, respondent believes said allegation to be true.

/s/ Eugene J. Rutter
EUGENE J. RUTTER

SWORN TO AND SUBSCRIBED
January 29, 1963.

/s/ Peter H. Beer
Notary Public
My Commission is for Life

CERTIFICATE

I CERTIFY that I have served an original and four copies of the above and foregoing amended answer upon the Regional Director for the Fifteenth Region of the NATIONAL LABOR RELATIONS BOARD by causing the same to be delivered to his office in New Orleans, this 29th day of January, 1963.

/s/ H. J. READ
HENRY J. READ

EXHIBIT A

15-95

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone EX 2411

October 31, 1957

Re: J. H. Rutter-Rex Manufacturing Company
New Orleans, Louisiana
15-CA-843

J. H. Rutter-Rex Manufacturing Co.,
3725 Dauphine Street
New Orleans, 17, Louisiana

Gentlemen:

This is to advise that the Charge in the above-captioned matter has, with my approval, been withdrawn without prejudice.

Very truly yours,

/s/ John F. LeBus
JOHN F. LEBUS
Regional Director

cc: Amalgamated Clothing Workers
of America, AFL-CIO
2106 St. Bernard Avenue
New Orleans, Louisiana

cc: Mr. Philip Lampert, Regional Counsel
Amalgamated Clothing Workers of America
333 S. Ashland Blvd.
Chicago 7, Illinois

Original mailed to Mr. Henry Read

EXHIBIT B

LAW OFFICES
ERY, BARNETT, BROWN & READ
MONTGOME ational Bank of Commerce Building
804-807 Na New Orleans 12, La.

gomery
Richard B. Montgtt
Walter M. Barnet
Wood Brown
Henry J. Read nmond
John Phelps Ham
Peter H. Beer ad, III
John Walker Rea
Albert Mintz

September 11, 1957

Received, Sep. 12, 1957,
l Office, New Orleans 13, La., NLRB.
15th Regiona

Relations Board
National Labor lding
820 Lowich Bui s Avenue
2026 St. Charle a.
New Orleans, L

Attention: Mr. Fox

Re: J. H. Rutter-Rex-Mfg. Co.
15-CA-721 and 15-CA-723

Dear Sirs:

This will adv ise that the notice which is a part of the decree was post ed in the New Orleans plants of the employer as of Se ptember 10th.

The writer h as passed on to the employer the request of the Board for such records as would be covered by Section 2 (c) of the decree and we will advise you as soon as the necessary records have been assembled.

With reference to the posting of the notice in the Franklinton plant, the writer discussed with Mr. Paschal

the question of whether or not the notice which is a part of the decree should properly be posted in Franklinton in view of the fact that the unit for which the Amalgamated Clothing Workers of America has been certified is limited to the New Orleans employees. Mr. Paschal suggested the possibility of a stipulation which would form the basis of an amendment to the decree insofar as the form of the notice to be posted in Franklinton is concerned. To this end we suggest an amendment to the notice which would exclude any reference to the respondent's obligation to bargain with a particular union upon request, and we would appreciate your advising in due course whether the general counsel is disposed to join in a stipulation to that effect.

Yours very truly,

MONTGOMERY, BARNETT, BROWN & READ

By /s/ H. J. Read
HENRY J. READ

EXHIBIT C

LAW OFFICES

MONTGOMERY, BARNETT, BROWN & READ
804-807 National Bank of Commerce Building
New Orleans 12, La.

Richard B. Montgomery
Walter M. Barnett
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Henry J. Read
John Phelps Hammond
Peter H. Beer
John Walker Read, III
Albert Mintz

October 24, 1957

Received, Oct. 25, 1957,
15th Regional Office, New Orleans 13, La., NLRB.

National Labor Relations Board
820 Lowich Building
2026 St. Charles Avenue
New Orleans, La.

Attention: Mr. Fox

Re: J. H. Rutter-Rex-Mfg. Co.
15-CA-721 and 15-CA-723

Dear Sirs:

Enclosed is a list of the employees on the payroll of the company at the time that the strike was called who applied for work after the strike terminated. Also reflected is the date each applied for work following the termination of the strike and the date they were actually returned to work.

Yours very truly,

MONTGOMERY, BARNETT, BROWN & READ

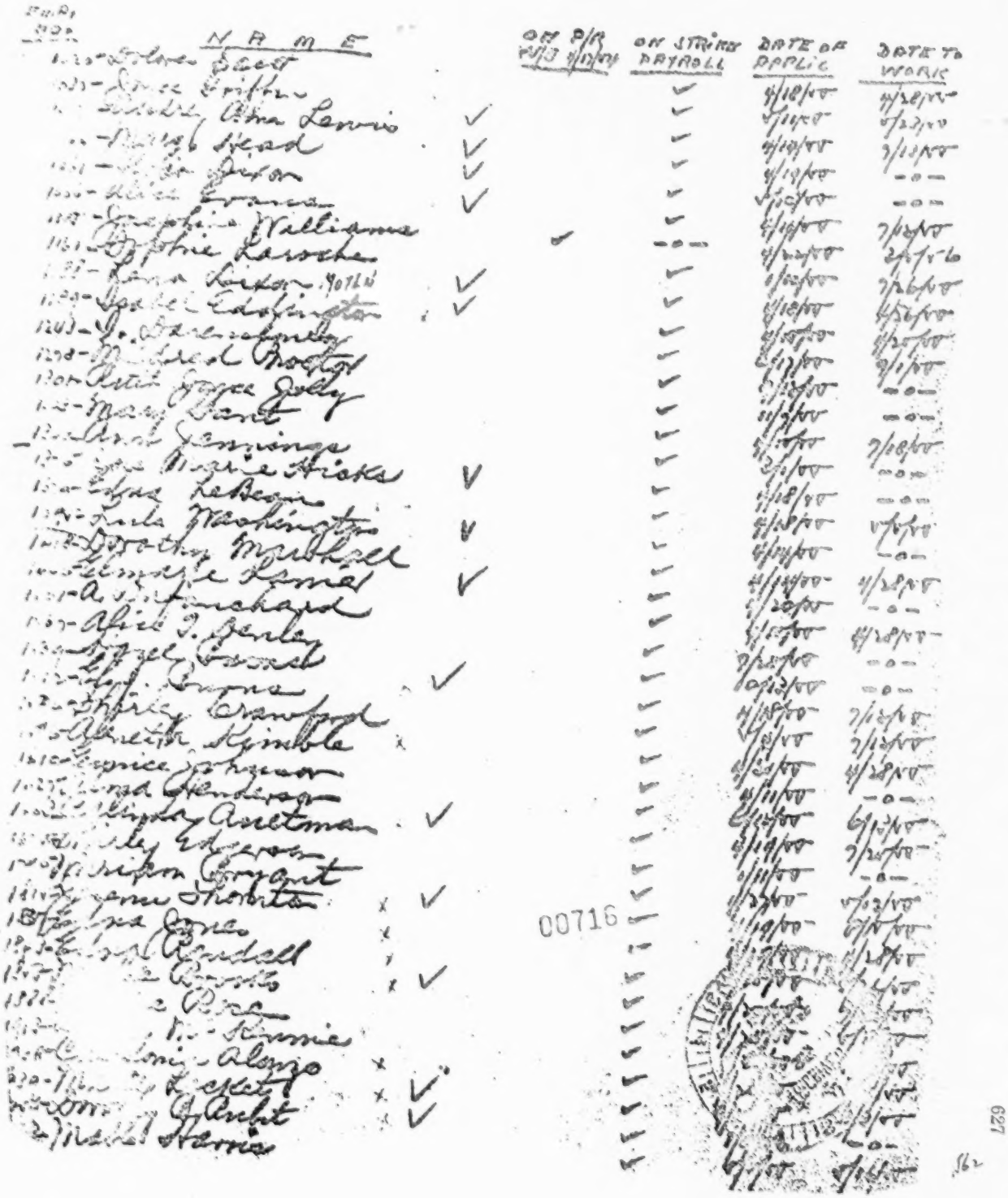
By /s/ Henry J. Read
HENRY J. READ

nb
Encl.

451

Exhibit C1

NAME		ON P/R W/E [illegible]	ON STRIKE PAY ROLL	DATE OF STRIC	DATE TO WORK
- [illegible] Caplin			✓	[illegible]	7/3/37
- Ida Sanders	✓		✓	9/10/37	10/3/37
- Emitavia Haynes	x ✓		✓	9/10/37	---
- Irene Woodford	✓		✓	7/9/37	7/20/37
- Melvina Powell			✓	6/[illegible]/37	7/20/37
- Marjorie Wagner		✓	---	6/22/37	---
- Lyra Powell	x ✓		✓	6/22/37	8/3/37
- Rae Campbell			✓	[illegible]	---
- Lorraine Lyons	x ✓		✓	[illegible]	---
- Marguerite Crum	x ✓		✓	[illegible]	7/19/37
- Linda - Magee	✓		✓	[illegible]	[illegible]
- Evelina Michelet			✓	[illegible]	---
235 - Elonie Agee			✓	[illegible]	[illegible]
- Victor Henderson	✓		✓	[illegible]	---
- Lyra Worton			✓	[illegible]	[illegible]
- Elvira Brown	✓		✓	[illegible]	---
- [illegible] Hemphead	✓		✓	[illegible]	[illegible]
- [illegible] Griffin			✓	[illegible]	[illegible]
- [illegible] Johnson	✓		✓	[illegible]	[illegible]
- [illegible] Newton	✓		✓	[illegible]	[illegible]
- [illegible]			✓	[illegible]	[illegible]
- [illegible]			✓	[illegible]	[illegible]
- [illegible]



00716

953

NAME	ON P/R W/E	ON STRIKE PAYROLL	DATE OF APPLIC.	DATE TO WORK
[illegible]	✓	✓	[illegible]	[illegible]
[illegible]	✓	✓	[illegible]	[illegible]
[illegible]	✓	✓	[illegible]	[illegible]
[illegible]		✓	[illegible]	[illegible]
[illegible]		✓	[illegible]	[illegible]
[illegible]	✓	✓	[illegible]	[illegible]
[illegible]	✓	✓	[illegible]	[illegible]
[illegible]		✓	[illegible]	[illegible]
[illegible]	✓	✓	[illegible]	[illegible]
[illegible]	✓	✓	[illegible]	[illegible]
[illegible]		✓	[illegible]	[illegible]
[illegible]		✓	[illegible]	[illegible]
[illegible]		✓	[illegible]	[illegible]
[illegible]		✓	[illegible]	[illegible]
[illegible]	✓	✓	[illegible]	[illegible]
[illegible]		✓	[illegible]	[illegible]
[illegible]		✓	[illegible]	[illegible]
[illegible]		✓	[illegible]	[illegible]
[illegible]		✓	[illegible]	[illegible]
[illegible]

Acct. No.	NAME	On R/R W/O 4/10/44	On Stone Payroll	Date of Applic.	Date to Work
3370	Nellie Brickell	X	✓	8/14/40	8/29/40
3371	Cora Coffee	X	✓	9/14/40	9/27/40
3372	Lillie Dunn		✓	5/14/40	-0-
3380	Adele R. Nash	✓	✓	4/20/40	-0-
3390	Andre Lago	✓	✓	4/10/40	-0-
3401	Astrid L. Smith	✓	✓	5/10/40	-0-
3412	Odile Robertson	✓	✓	10/20/40	00-
3426	Geneva Fontaine	X	✓	4/10/40	4/25/40
3427	Lillie Simpson	X	✓	4/10/40	4/1/40
3440	Genevieve Helm	✓	✓	11/10/40	-0-
3448	Wilhemina Ray	X	✓	8/20/40	-0-
3452	Mable Robinson		✓	10/10/40	11/10/40
3464	George Brown	✓	✓	8/10/40	8/20/40
3469	Catherine Dell		✓	2/10/40	-0-
3476	Amanda Bethany	✓	✓	5/10/40	-0-
3482	Kate Jones		✓	6/10/40	6/14/40
3492	Helen Bentley		✓	8/10/40	-0-
3494	Ethel B. Brimmer		✓	4/10/40	4/26/40
3495	Shelmina A. Jones		✓	4/10/40	4/27/40
3502	Dorothy Abbott	✓	✓	3/10/40	3/15/40
3511	Ruth Greenfield	✓	-0-	1/10/40	-0-
3522	Emelda Dallas		✓	8/10/40	8/20/40
3528	Thelma Barnes	✓	✓	4/10/40	10/10/40
3592	Clara Mae Miller	✓	✓	4/10/40	4/20/40
3600	Elizabeth Drake	X	✓	4/10/40	4/25/40
3702	Ernestine Rankin		✓	1/10/40	-0-
3711	Verise Green	X	✓	6/10/40	6/20/40
3803	Carol Ferguson	✓	✓	4/10/40	8/29/40
3773	Viola Brown	✓	✓	4/10/40	4/20/40
3777	Dorothy Kelley		✓	4/10/40	4/27/40
4002	Eleora Arnold	✓	✓	4/10/40	4/20/40
4021	Sylvia M. Smith	X	✓	4/10/40	4/20/40
4026	Olivia Joshua	✓	✓	4/10/40	4/20/40
4077	Gracie Brown	X	✓	4/10/40	4/27/40
4089	Jessie Brown	X	✓	4/10/40	4/27/40
4114	Ethel Mae Austin		✓	4/10/40	-0-
4002	E. Brown	✓	-0-	4/10/40	4/9/56
[illegible]	Valentine Talbot	✓	-0-	1/10/40	-0-

00719

630

165

EXHIBIT D

MONTGOME LAW OFFICES
804-807 Na RY, BARNETT, BROWN & READ
ional Bank of Commerce Building
New Orleans 12, La.

Richard B. Montg
Walter M. Barne omery
Wood Brown
Henry J. Read
John Phelps Ham
Peter H. Beer nond
John Walker Rea
Albert Mintz , III

National Labor October 31, 1957
820 Lowich Buil elations Board
2026 St. Charles ing
New Orleans, La Avenue

Attention: Mr. .

Re: ox

Dear Sirs: J. H. Rutter-Rex-Mfg. Co.
15-CA-721 and 15-CA-723

Supplementing our letter of October 24, we now hand you the company's payroll as of April 17, 1954, reflecting the rate per hour and the earnings for a 2-week period. You will note that the payroll lists the operation number on the left hand side.

We are also enclosing a reference to the individual operations by number for shirts and pants.

Yours very truly,
MONTGOMERY, BARNETT, BROWN & READ

nb
Encls.

By /s/ Henry J. Read
HENRY J. READ

15th Region

Received, Nov. 1, 1957,
Office, New Orleans 13, La., NLRB.

EXHIBIT E

LAW OFFICES

MONTGOMERY, BARNETT, BROWN & READ
804-807 National Bank of Commerce Building
New Orleans 12, La.

Richard B. Montgomery
Walter M. Barnett
Wood Brown
Henry J. Read
John Phelps Hammond
Peter H. Beer
John Walker Read, III
Albert Mintz

November 7, 1957

Received, Nov. 12, 1957,
15th Regional Office, New Orleans 13, La., NLRB.

National Labor Relations Board
15th Region
820 Lowich Building
2026 St. Charles Avenue
New Orleans, La.

Re: J. H. Rutter-Rex-Mfg. Co.
15-CA-721 and 15-CA-723

Dear Sirs:

As you know, we are handling the matter of complying with the decree of the United States Court of Appeals for the Fifth Circuit enforcing the order of the National Labor Relations Board in the subject cases. Our client has already complied with some of the provisions of the decree, and is presently engaged in bargaining with the representatives of the Amalgamated Clothing Workers of America. If any instance of a failure to fully comply

with the order is brought to your attention, we would appreciate your contacting us promptly so that such corrective measures as may be necessary can be immediately taken in order to assure full compliance with the decree.

Yours very truly,

MONTGOMERY, BARNETT, BROWN & READ

By /s/ Henry J. Read
HENRY J. READ

nb

EXHIBIT F

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana
March 22, 1960

Telephone EXpress 2411
Night TUlane 8320

J. H. Rutter-Rex Manufacturing Company, Inc.

Cases Nos. 15-CA-721 and 723

Henry J. Read, Esq.
Montgomery, Barnett, Brown & Reed
804-807 National Bank of Commerce Bldg.
New Orleans 12, Louisiana

Dear Mr. Read:

As you may know, the above-named cases have been assigned to the undersigned for the purpose of assisting the Company in complying with the Order of the Board as enforced by the Circuit Court.

Our file indicates our last correspondence with you was in 1957, when in a September 11 letter you informed us notices were posted in the New Orleans plants of Rutter-Rex on September 10. It is presumed that notices were subsequently posted at the Franklinton plant. Will you please confirm the posting of these notices.

An effort is being made to determine the back pay, if any, due the strikers referred to by the Board in its Order. To this end we are requesting that payroll records, social security payment records, personnel records and reports necessary to analyze the amounts of back pay due and the rights of employment of strikers be made available to us for examination and copying. We currently have before us the names of some 470 individuals for whom determinations are to be made. While this appears to be a formidable undertaking, we trust that with your

cooperation it will not be too burdensome upon the Employer.

Will you please contact us at your earliest convenience in order that we may arrange a time and place for our examination.

We are, we realize, in the position of having delayed action in this matter over a period of several years. Under these circumstances, it may seem inconsistent that we now urge that prompt attention be given to the request. However, the delay to date has been in a large measure due to a shortage of personnel in this office. In order that we may bring your client into compliance with the decree of the Court as soon as possible, we ask that we hear from you within the next week. Your cooperation here will be sincerely appreciated.

Very truly yours,

/s/ John H. Immel, Jr.
JOHN H. IMMEL, JR.
Compliance Examiner

[fol. 1] BEFORE THE
NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION

Cases Nos. 15-CA-721, 15-CA-723

In the Matter of:

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.

and

AMALGAMATED CLOTHING WORKERS OF AMERICA, AFL-CIO

Hearing Room T-6039,
Federal Building (Loyola)
701 Loyola Avenue
New Orleans, Louisiana

Monday, November 13, 1962.

Pursuant to notice, the above-entitled matter came on for hearing at 10:00 o'clock, A.M.

BEFORE:

OWSLEY VOSE, Trial Examiner.

APPEARANCES:

JOHN H. HECTOR, EDWARD A. CHAMPAGNE, and LOUIS A. FUSELIER

T-6024, New Federal Building, 701 Loyola Avenue, New Orleans, Louisiana, appearing on behalf of the General Counsel.

RALPH JACKSON
1310 Oil and Gas Building, New Orleans, Louisiana, representing Amalgamated Clothing Workers of America, AFL-CIO.

HENRY J. READ and PETER H. BEER
806 National Bank of Commerce Building, New Orleans, Louisiana, representing the Respondent.

* * * *

[fol. 74] LOREN P. JONES,

a witness called by and on behalf of the General Counsel, after first being duly sworn, was examined and testified as follows:

* * * *

DIRECT EXAMINATION

Q. (By Mr. Champagne) Would you state your name for the record, please?

A. Loren P. Jones.

Q. By whom are you employed, Mr. Jones?

A. National Labor Relations Board.

[fol. 75] Q. And that address is what?

A. 6024 Federal Building, 701 Loyola Avenue.

Q. In what capacity are you employed by the Labor Board?

A. Compliance Officer.

Q. Speak up just a little bit.

A. Compliance officer.

Q. How long have you been in that job?

A. Approximately two and a half years.

Q. How long have you been with the Board?

A. About nine years.

Q. Prior to being compliance officer, what type of work did you do?

A. I was a field examiner.

Q. With the Fifteenth Region?

A. Fifteenth Region. That's this region.

Q. Prior to coming with the Board what type of work did you do? Who were you with?

A. I was with the Wage and Hour Division, U. S. Department of Labor.

Q. What type of work did this entail?

A. I was a wage and hour investigator.

Q. And this went into payroll records and such of employers and job classifications?

A. Yes, sir.

Q. Prior to that by whom were you employed?

A. R. G. LeTourneau, Incorporated.

[fol. 76] Q. What type of work did you do with them?

A. Time study engineer.

Q. Time study engineer. This time that you have been compliance officer, this two and a half years, has this been continuous?

A. Yes, sir.

Q. Would you explain your duties as a compliance officer.

A. The duties are somewhat what the title entails, but after a board order is handed down and intermediate report is handed down, after a settlement agreement has been arrived at, or after a court decree issues, it is my job to check that order or that document to determine what the respondent must do to comply with the order, and to more or less see that it is done. If it involves back pay, it is my job to compute the back pay due. If it involves the posting of notices, it is my job to see the notices are posted. That is generally what the job is. In a case such as this, if specifications are issued, it is part of my job to prepare those, too.

Q. As a field examiner, did you engage in the computation of back pay also?

A. Yes.

Q. All right, sir. Were you responsible for, or did you have any connection with the back pay specifications in this particular case?

A. Yes, it is under my direction they were prepared. [fol. 77] Q. When were you assigned this case?

A. I was assigned this case along with all other cases on compliance when I became compliance officer in mid-1960.

Q. When was that?

A. Mid-1960. I believe June, but it was mid-year anyhow.

Q. Now, were you assigned to this case by yourself?

A. Initially, yes, but some few months after I had the case there was assigned an attorney full time to help in the legal matters and investigation and preparation of the specification. In other words, we two worked together on it then for a considerable length of time. In fact, there has been an attorney assigned to it ever since that time.

Q. Since a short time after you got the case?

A. I think that was probably October or November, 1960. I might mention there has been heavens only knows how many clericals assigned to it from time to time and possibly even an occasional professional sporadically to interview someone or assist there, but it has been primarily a two-man job with clerical assistance.

Q. When you refer to the "professionals", you are referring to the field examiners and attorneys of the regional office, is that right?

A. Right. There were occasions when we would borrow one for a short time.

Q. Were you assigned any other help as far as proving [fol. 78] the computations or talking it over with anyone?

A. Yes, my own superior, who is Assistant Regional Director and regional attorney, and at times Regional Director. There have been many conferences held by the group with some of those people or some parts of those people about the methods or the law involved or various aspects of the case—most important aspects of the case, I might say.

Q. Now, was anyone else from an office other than the regional office consulted in this matter?

A. We once had a fellow down here from Washington. One fellow was here a matter of a few days to go over the anticipated method of computing the gross and then we later had another man down here for another couple of weeks to help compute some of these work sheets which you see back in the index section of the specification.

* * * *

[fol. 132] CROSS EXAMINATION

Q. (BY MR. READ) Mr. Jones, I understood you to say yesterday that this case was turned over to you sometime in Mid-June, 1960.

A. Yes, sir.

Q. I said mid-June. I meant to say mid-year. Which is correct?

A. Likely it was in June of 1960 as my recollection is.

Q. Now, did the job of compliance officer exist before you were appointed compliance officer?

A. Yes, sir.

Q. Who held the job prior to you?

A. Mr. John Immel.

Q. What was the state of Board file in the case when it was turned over to you?

A. Well, there were several statements in there from various employees of Rutter-Rex. There were, oh, I think possibly 100 to 150 forms which had been filled out by employees of Rutter-Rex. There were several sheets of payroll transcriptions, I guess would be a good word, that Mr. Immel had made from company records. There were many, many documents of correspondence between our office and employees of Rutter-Rex. There were some considerable documents that you folks had submitted, and [fol. 133] there were documents that the Union had submitted in support of the various positions. That is about my recollection of what there was in the file.

* * * *

Q. Did that file contain a copy of my letter to the Board dated November, 1957 in which I included this language—

MR. CHAMPAGNE: Mr. Examiner, we are going to object to this. I believe the purpose of Mr. Jones' testimony, and the whole purpose, is limited to the computation of the back pay and not to any delays or other reasons that might be gone into. I believe that this is what it was limited to.

TRIAL EXAMINER: I will hear Mr. Read.

MR. READ: Mr. Examiner, this witness has testified as a Board professional. He has testified as compliance officer, and he has testified at length as to what the duties of the compliance officer are. This letter that I am referring to now is referred to as a predicate for a question as to the function of a compliance officer. I am interested in developing just what his function is and whether he fulfilled it or did not fulfill it in this case.

TRIAL EXAMINER: He may answer it.

MR. READ: I think the objection was interposed before I quote to you the language which I am interested in.

Q. (BY MR. READ) The language of my letter is as [fol. 134] follows: "If any instance of a failure to fully comply with the order is brought to your attention we

would appreciate your contacting us promptly so that such corrective measures as may be necessary can be immediately taken in order to assure full compliance with the decree."

Do you recall whether the letter containing that language was in the files when it was turned over to you?

A. I believe so. Yes, sir. The date I wouldn't know. I remember a letter of that general content.

Q. Now, does the work of a compliance officer involve efforts to work with respondent companies the details of compliance short of litigation?

A. Frequently they do.

Q. Do you know whether any effort had been made by your predecessor to work out the details of compliance with this company prior to the time that you took over the case?

A. No, I don't know of any. I don't know that there was or there wasn't in other words.

Q. Did you during the time the case has been under your jurisdiction respond in any way to that letter to which I have referred?

A. No, sir.

Q. Did you make any effort to present to the company the Board's contentions and attempt to work out with the company a solution of the problems arising therefrom?

[fol. 135] A. Well, there was a letter we sent to you in September which—

Q. Of what year?

A. Of 1961, soliciting your position. I remember that. Now, whether that is in the purview of what you are talking about I am not sure, but I do recall there was such a letter sent to you.

Q. Right. I remember the letter you refer to also.

A. It was for your position.

Q. Did we reply to that letter?

A. Yes, sir.

Q. Did we not state our position?

A. Yes, sir.

Q. And did we not conclude our letter of October 27th with this language: "the writer will be pleased to discuss these matters further with you at our mutual convenience."

Do you remember that?

A. Yes, sir.

Q. Did you make any attempt to work out the problems which the Board saw in this case before you filed the back pay specification?

A. No, sir. No. Before the filing of the specification you say?

Q. Before, that's correct.

A. No. sir, except I might say this. The timing I am [fol. 136] not sure about. I do recollect we talked one time about reinstating these 70 people. If that was before the specification—

Q. It may have been after?

A. It may have been after. I know we did after. The only question in my mind is whether we also did before.

Q. But as far as you recollect specifically you cannot refer to any specific instance in which an attempt was made to work out these problems before you filed the back pay specification?

A. No, sir.

* * * *

Q. I'm asking you whether as a compliance officer do you consider that your duties included an effort to work [fol. 137] out these matters with the Respondent before you litigated the case?

A. Oh, yes.

Q. Why didn't you do it?

A. Well, we had sent a letter asking the position on these people here. Now, that was the first time in my time as compliance officer and presumably the first time anybody was in a position to know the status of this case. Now, normally the employer at that point, we usually get some response from him at that point, to try to work these things out. This was an advice to you folks asking for a position, but at the same time setting out our position. Most certainly this September letter is—is it September, by the way?

Q. You are talking now about the statement of the employer's position in October of 1961.

A. If that is the date on it, yes.

Q. All right. Now, we will take that date.

A. Yes, sir.

Q. We will take that as a starting point. Did you make any attempt to discuss with the employer or any or his representatives the obligations which the Board saw in the decree as enforced before you filed the specification?

A. No, sir.

Q. I understood you to say that your duties as compliance officer included an effort so to do, and I now ask you why you did not do so in this case?

[fol. 138] A. I believe I went one step further, Mr. Read, and said that the employer or the Respondent normally indicates some desire of wanting some help or advice or whatever term you might like to use in this. At the time that we came to this thing in October obviously you had made a request but it was what, some four years prior. I had no indication from then on that you folks wanted to work this case out or try to comply or anything else. I had no indication one way or the other.

Q. You never asked us.

A. No, sir. Absolutely not, sir. I sent you only a letter of position.

Q. And you did know we had in the file which was turned over to you a request that the Board bring to the attention of the company any instance in which the Board considered a failure of compliance to have occurred. You knew that was in the file?

A. That's correct.

* * * *

[fol. 162] Q. Do you have a copy of your questionnaire with you?

A. I don't have it up here.

Q. Do you have the forms with you?

A. There are some around in the hearing room here I think.

Q. Could I see one please?

MR. CHAMPAGNE: Mr. Examiner, we are going to object to the production of this. This is just a worksheet sort of thing, and after all, interim earnings as such are some thing that we are conceding on behalf of the employees as to deduction of back pay. I don't think his work product is submittable.

TRIAL EXAMINER: I think for the purposes of this hearing it would be helpful for him to see a blank form and if you don't have a blank form I don't think the information on any individual is going to prejudice your case, if he sees it.

MR. FUSELIER: Let the record reflect that I am showing to Mr. Read a form entitled "Rutter-Rex Manufacturing Company," consisting of four mimeographed pages with questions and blanks and one blank page for notes and computations.

TRIAL EXAMINER: Well, that isn't the back pay form to which you were referring.

THE WITNESS: Yes, sir.

[fol. 163] TRIAL EXAMINER: That has been used around the office for years?

THE WITNESS: No. This is the one that was developed for use in the Rutter-Rex case only, as the title implies.

TRIAL EXAMINER: You didn't use any of the standard forms in the Rutter-Rex case?

THE WITNESS: Yes, we used some of those too. Certainly did. Certainly did.

Q. (BY MR. READ) I would like to see the difference between the two. Do you have any of your standard forms?

A. I presume there are some around the office. It is an obsolete form. I might mention that it has now become obsolete.

TRIAL EXAMINER: Since it was used in this case?

THE WITNESS: Yes.

TRIAL EXAMINER: I would appreciate your furnishing it.

MR. CHAMPAGNE: Would you care to see one while we are waiting?

TRIAL EXAMINER: Yes.

MR. HECTOR: May the record reflect I am handing to Mr. Read a form identified as NLRB Form 916. Incidentally, this is an obsolete form.

TRIAL EXAMINER: But it was used in connection with the back pay computation?

MR. HECTOR: Yes, sir.

TRIAL EXAMINER: Computation work in this case in part?

[fol. 164] MR. HECTOR: In part, yes, sir.

MR. CHAMPAGNE: I know you are familiar with this, but you might want to see it.

MR. READ: Mr. Hector, Mr. Fuselier, did you mark either one of those forms for identification in any way other than stating for the record you were handing them to me?

MR. FUSELIER: Not at this time.

MR. READ: I would like to mark the first form entitled Rutter-Rex Manufacturing Company, as Rutter-Rex No. 1. I would like to mark the second one Rutter-Rex Form No. 2.

(Thereupon, the documents above referred to were marked Respondent's Exhibit R-1 and R-2 for identification.)

MR. CHAMPAGNE: May I suggest he mark it R-1?

MR. READ: Yes, mark it R-1, then, because there will probably be a number of them.

* * * *

MR. READ: I offer the two documents so marked into evidence in connection with the testimony of Mr. Jones.

MR. CHAMPAGNE: I won't object to it.

TRIAL EXAMINER: Received.

(Thereupon, the documents heretofore marked R-1 [fol. 165] and R-2 for identification, were received in evidence.)

MR. READ: Might I inquire whether you have additional copies that you could make available to me, because those will be for the record.

MR. HECTOR: For the record we will make available an extra copy.

Q. (BY MR. READ) Did you devise this form which is marked R-1?

A. I believe Mr. Cohen and I together devised that form.

Q. That was in 19— what?

A. Probably the fall of 1960.

Q. The fall of 1960?

A. Yes. Maybe early 1961, but in that period.

Q. Were you given any completed forms on the old form when you took over the case?

A. There were some of those in the file.

Q. There were?

A. There were some of these in the file.

Q. Do you remember how many?

A. My recollection is that there was an excess of 100 but I don't think as many as 200. I would say someplace between 100 and 200.

Q. So you had approximately 100 of these forms, form No. 2, completed and in the file when you took over the case?

[fol. 166] A. Yes.

Q. Is that correct?

A. I would say in the neighborhood of 100 to 200, in that territory, yes. I might mention by way of explanation I don't know that all of those ended up in the specifications.

* * * *

[fol. 168] Q. (BY MR. READ) Did you tell them in any instance?

A. We may have told them. To start with, there are certain things. The first question asked might well eliminate them from the case entirely. Those people were told nothing except "So long". That's what those people were told.

Q. I'm talking about—

A. Now, the other people that you went ahead and interviewed at length, they were probably told something along these lines.

Q. Now I am not asking whether they were probably told. I am asking whether you know whether they were told the purpose of your interview with them was to determine their right to back pay in this proceedings?

A. I might have told them something to that effect, yes, sir.

[fol. 169] Q. You did tell them, did you not?

A. To help determine if they were entitled to reinstatement and/or back pay.

Q. But you don't mean to tell me you might have told them. You did tell them.

A. Some of them I did tell. I don't have any doubt.

Q. You don't have any doubt.

MR. CHAMPAGNE: Mr. Examiner, we are arguing and that has no place in this record. Now, I think Mr. Jones has the right * * *

* * * *

[fol. 220] REDIRECT EXAMINATION

Q. (By Mr. Champagne) * * *

* * * *

[fol. 227] Q. You have mentioned several times in your testimony that a calculation of this back pay involved the interviewing of 500 or 600 people; is that correct?

A. Yes, sir.

Q. And that, I understand, was finally narrowed down to 200 and—

A. Seven.

* * * *

Q. Could you give us any breakdown of the reasons for the elimination of some 200 or 300 people who, as I understand it, there are around 400 people on strike, 400 or 500; can you give us any kind of a statement of the reasons for elimination of these some two or three hundred people?

A. I can give you several of the reasons. I can't give you any idea of how many within a given reason. I know [fol. 228] I can recollect several reasons why we disqualified them, one being no application at all; in other words, no evidence they tried to go back to work.

Q. Did you endeavor to go out and look for these people who did not make any application?

A. We contacted these people, either in person, by letter or by phone. We contacted these people.

Q. And what did you do then?

A. We specifically asked about that point.

Q. About whether or not they would make an application?

A. Whether they had. Whether they had made an application. If they did not, according to this decree we

do not see that they could by any stretch of imagination be included in such a thing as this.

Q. You mean people who did not make an application for reemployment?

A. Correct, or who the union had not made application for, one of the two.

Q. Could you estimate about how many that eliminated?

A. No, I really can't.

Q. What were the other reasons for elimination?

A. There were some eliminated because the company had reinstated them within five days as required by the decree and they consequently would be entitled to nothing. Some were eliminated on that basis. I am trying to see [fol. 229] if there might be any other reasons. That is the main ones that I recall.

Q. Were there any that you know of who had made application for reemployment but who had moved away and you simply couldn't contact?

A. We may have had a few that we didn't find and didn't know what the status was. I don't recollect that there were many like that. You are talking now of people that are not in the specifications, correct?

Q. Yes.

A. There may be some in that category.

* * * *

[fol. 399] PHILIP LAMPERT,

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Hector) Would you please state your name and address for the record.

A. Philip Lampert, L-a-m-p-e-r-t, 333 South Ashland Boulevard, Chicago 7, Illinois.

Q. Mr. Lampert, by whom are you employed?

A. The Amalgamated Clothing Workers of America.

Q. In what capacity, sir?

A. Regional counsel.

Q. How long have you held that position?
A. 16 years.
Q. Were you regional counsel at the time of the strike in 1954-1955 at Rutter-Rex Manufacturing Company in New Orleans?
[fol. 400] A. I was.
Q. Did you have anything to do with the union's position with that strike?
A. I did.
Q. In what capacity were you connected with it?
A. I was here in an advisory capacity.
Q. Mr. Lampert, I am handing to you what has been marked for identification as General Counsel's Exhibit No. 8, a letter dated April 5, 1955, signed by you and attached return receipt. Can you identify that for me, sir?

(Thereupon, the document above referred to was marked General Counsel's Exhibit No. 8 for identification.)

A. Yes, I can. This is a letter which I wrote on April 5, 1955 and sent by registered mail to the Respondent company informing them that our organization, the Amalgamated Clothing Workers of America, had voted on March 31 to terminate a strike then current against the Respondent company, and also informed them that the employees whose names were on an attached list wished to return to work unconditionally and immediately and a request that the company inform us as to where and when those employees should return to work.
Q. And is that the return receipt, or do you have any knowledge as to whether or not that was the return receipt attached to that letter?
[fol. 401] A. Yes. I have personal knowledge that that is the return receipt.
MR. READ: May I see that.
MR. HECTOR: At this time I would offer General Counsel's Exhibit No. 8 in evidence.
MR. JACKSON: What is the number of it?
MR. HECTOR: 8.
TRIAL EXAMINER: Received.

(The document heretofore marked General Counsel's Exhibit No. 8 for identification was received in evidence.)

Q. (By Mr. Hector) Mr. Lampert, I show to you what I have marked for identification as General Counsel's Exhibit 9. It is a letter dated April 8th with your name typed on as the originator and a return receipt attached. Can you identify that for me?

(Thereupon, the document above referred to was marked General Counsel's Exhibit No. 9 for identification.)

A. This is a letter which I wrote on April 8, 1955, to the Respondent company and sent to them by registered mail, in which I informed them that this is an additional list of employees who wished to return for work, wished to return to work with the company unconditionally and immediately, and again a request that the company inform [fol. 402] us when and where the employees should return to work.

Q. And do you have any knowledge as to the return receipt attached thereto?

A. Yes, I do.

Q. It was attached to that letter at the time you sent it?

A. It was.

Q. At this time I would like—

A. It wasn't attached to the letter at the time it was sent. It was returned as a result of sending that letter and was incorporated in our files.

MR. HECTOR: At this time I would like to offer in evidence General Counsel's Exhibit 9.

TRIAL EXAMINER: Received.

(The document heretofore marked General Counsel's Exhibit No. 9 for identification was received in evidence.)

TRIAL EXAMINER: Do you have copies of those that I could just look at?

MR. HECTOR: Yes, sir.

TRIAL EXAMINER: I don't want to keep them.

Q. (By Mr. Hector) Mr. Lampert, I show you an exhibit I have marked for identification as General Counsel's Exhibit No. 10, a letter addressed to you from Mr. A. H. Dennis of the Rutter-Rex Manufacturing Company, and ask you if you can identify that further for us.

[fol. 403] A. This is a letter which I received from Mr. Dennis, who is an officer of the Respondent company, on April 11, 1955, acknowledging receipt of my letters as indicated here April 4th, but which actually carries the date of April 5, which is General Counsel's Exhibit No. 8, and the letter of April 8th, and suggested that the persons who desired to return to work file application with the Respondent's personnel office and requested that we send these applicants in groups of 20 per day.

(Thereupon, the document above referred to was marked General Counsel's Exhibit No. 10 for identification.)

MR. HECTOR: At this time I would like to offer in evidence General Counsel's Exhibit No. 10.

MR. READ: What is the date on that letter?

MR. HECTOR: April 11, 1955.

MR. READ: No objection.

TRIAL EXAMINER: Received.

(The document heretofore marked General Counsel's Exhibit No. 10 for identification was received in evidence.)

Q. (By Mr. Hector) Mr. Lampert, I show to you what I have marked for identification as General Counsel's Exhibit No. 11, a letter dated April 22, 1955, copy bearing your name as the originator, and a return receipt [fol. 404] attached. Can you identify that for me?

A. This is a letter which I sent on April 22, 1955 by registered mail to the Respondent company.

MR. READ: What date, Mr. Lampert?

MR. JACKSON: April 22.

THE WITNESS: April 22, 1955, in which I informed the company that though we were sending employees to the Respondent's personnel office at the rate of 20 per day as the company had requested, that we considered the

employees as having unconditionally applied for employ ment on the date that the company was in receipt of ou registered letters, and in addition thereto submitted a additional list of employees who wished to return to wor unconditionally and immediately.

(Thereupon, the document above referred to wa marked General Counsel's Exhibit No. 11 for identi fication.)

Q. (By Mr. Hector) Do you have any knowledg with regard to the attached return receipt?

A. Yes, I do.

Q. What knowledge do you have with regard to it?

A. That return receipt came to our office, and I per sonally put it in our files.

MR. HECTOR: I would like to offer into evidenc General Counsel's Exhibit No. 11.

TRIAL EXAMINER: Received.

[fol. 405] (The document heretofore marked Gener Counsel's Exhibit No. 11 for identification was re ceived in evidence.)

Q. (By Mr. Hector) I now show you what I hav identified as General Counsel's Exhibit No. 12, a lette dated May 13, 1955 with your name typed apparently a the originator and an attached return receipt. Can yo identify that further for us?

A. That is a letter which I sent on May 13 to the Re spondent Company which included a list of additional em ployees who were offered to return to work for the com pany unconditionally and immediately.

(Thereupon, the document above referred to wa marked General Counsel's Exhibit No. 12 for ident fication.)

Q. Do you have any knowledge as to the return receip attached thereto?

A. I do. I personally put that in our files.

MR. HECTOR: At this time I would like to offer i evidence General Counsel's Exhibit No. 12.

TRIAL EXAMINER: Received.

(The document heretofore marked General Counsel's Exhibit No. 12 for identification was received in evidence.)

• • • •

[fol. 2512] BESSIE COOPER LEE

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

• • • •

CROSS-EXAMINATION

• • • •

TRIAL EXAMINER: I'm not sure you understand this whole procedure. The Labor Board discourages employers from interviewing witnesses. I am assuming that this is the company's first contact with the witness. Any application could only be produced through her.

MR. GRAHAM: No, that's my point. It is possible that the company has procured these written applications at the places where they were made?

TRIAL EXAMINER: It seems fantastic that an employer with as big a job as this employer has got would be able to comb all the possible places of employment and secure copies of applications which were filed 8 years before. I just don't understand the basis for your objection.

• • • •

[fol. 4278] J. J. HOOLEY

was called as a witness by and on behalf of Respondent, and having been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Read) Would you state your name, please?

A. J. J. Hooley, H-o-o-l-e-y.

Q. What is your business, Mr. Hooley?

A. Insurance claim adjuster.

Q. What is the name of the company with which you are affiliated?

A. J. J. Hooley claims service.

Q. Is that here in New Orleans?

A. 318 Carondelet Street, room 407.

Q. Your company is in the business of conducting investigations and adjusting insurance claims?

A. That is correct. That is the business.

Q. Mr. Hooley, did you at my request contact various garment manufacturers in the city of New Orleans in an effort to determine what records these companies had at this time, indicating the names of persons who may have applied at the individual companies for employment between the years 1955 and 1961?

A. Yes, I did.

* * * *

[fol. 4281] Q. (By Mr. Read) Mr. Hooley, directing your attention to Schram Brothers, did you go to the office of Schram Brothers?

A. Yes.

Q. And did you ask them whether they kept records of [fol. 4282] the applications submitted to them by such persons as applied for employment there between the years 1955 and 1961?

A. Yes.

Q. What did they tell you?

A. Well, at that time, they were in the process of liquidating. They had a box of records which they were in the process of throwing away. I would say the box was three and a half by four feet square, and about four feet deep, and that is the box they gave me, that high, of all records all mixed up. I brought those back to my office by a dolly and had my office go through them one by one, and put them altogether because they were all mixed up.

* * * *

[fol. 4286] Q. (By Mr. Read) Now, moving on to a company by the name of B. Bennett, would you tell us whether you visited that company for the same purpose, and also tell us what information you obtained?

A. Yes, sir, I visited the Bennett company.

Q. What date did you go there?

A. I have it. I can tell you the exact date. April 18.

Q. Will you tell us what you found?

A. Well, I spoke to Mr. Dorsan who is in charge of the plant. And he does not take regular written applications. He keeps them, the names of applicants in a ledger book. It is more or less like a time book, and he only takes down those names, as I understand it, that he either employs or may employ. That is just a record for his own use. The office has nothing to do with it.

Q. Did he give you these ledger books for any period?

A Yes, he gave me three different ledger books, one covered a period of January, 1953 to 4-10-53. Then the next book was from 4-6-61 through 4-24-61 and then had some 1962 notations which you are not interested in, and the third book was from 3-14-56 to 7-21-58. I might add these were the only books that he could locate or had as far as he told me. He really only kept the current one, [fol. 4287] but he found these other 2 books.

* * * *

[fol. 4288] Q. Were you shown any other records at B. Bennets from which a determination could be made as to whether any of the names on the list that I gave you had applied for employment at that company?

[fol. 4289] A. No, sir.

Q. I turn your attention now to Famous-Sternberg, and ask you if you visited that company for the same purpose, and if so, what the result of your investigation showed?

A. Yes, sir, I did, and I ascertained that while they do take regular applications, if the applicants are not employed, the applications are destroyed withi a year period.

Q. Well, then, do I understand from that that Famous Sternberg advised you that they had no applications for the period 1955 to 1961?

A. They had none from my recollection for my perusal.

Q. Turning now to American Manufacturing Company, please tell us what your investigation revealed at that plant?

A. I determined that while they take regular applications, the said applications are destroyed in less than a year, and therefore there were no applications for me to review.

Q. Next, I direct your attention to Murphey's Wholesale Tailors, and ask you what your investigations showed at that plant?

A. They do not take or keep applications for employment.

Q. In other words, even at the time that they interview someone for employment, they don't take formal applications?

A. No, sir, he says the owner says he took scribble memorandums and threw them away when he didn't employ them immediately.

Q. All right. Next, I ask you about Foster Company. [fol. 4290] TRIAL EXAMINER: Is this the awning company?

THE WITNESS: Yes. They do take regular applications but when the parties are not immediately employed or within a reasonable or very short period, the applications are destroyed or thrown away within the year, and there were none available for my inspection.

Q. (By Mr. Read) I direct your attention to Seg-Mar, Inc. and ask what your investigation revealed at that plant?

A. The only folder of application they had were from 2-26-55 to 3-6-55, which was a response to an ad.

Q. We are not interested in that. That is earlier than the period that I am really interested in.

A. They had no other applications for my perusal, and I was advised that all other applications had since been thrown away and they do not retain for any long period.

Q. You were told that there were none for the period in which you were interested?

A. That is correct.

Q. What about Southern Tailoring Company?

A. They do not take regular applications and therefore they had none for any period.

Q. What about Comus Manufacturing Company?

A. They do not take written applications, and therefore did not have any.

Q. What about A. Solomon and Company?

[fol. 4291] A. They were in liquidation and several months before I made contact with them they had thrown

away or destroyed all of the old records including applications for employment, so they had none for my perusal.

Q. Do you know the date on which you contacted A. Solomon?

A. Yes, on April 15, sir.

Q. This year?

A. 1963.

Q. Tell me what you investigation revealed at Haspel Bros. Inc.?

A. I determined that while they take written applications, if they do not employ the parties, they destroy them in 6 months or less and they were not available for my perusal.

Q. What about Louisiana Garment Manufacturing Company?

A. They do not take written applications. I beg your pardon. They do take written application but when they do not employ the applicants they are destroyed within the year, and the only applications they had on hand at this place was for 1962.

Q. Pelican Manufacturing Company?

A. Do not take written applications at all and had none on hand.

Q. What about Southern Manhattan Company? I am sorry. I think we have covered that. I am wrong in that name. I withdraw that question. What about J. H. Bonck, Inc.?

A. I was first advised by Mr. Shaak, S-h-a-a-k, they [fol. 4292] pronounce it shark, that they did not keep applications over two months when they did not hire the parties, but just as I was leaving the personnel manager, Mrs. Gagnard, G-a-g-n-a-r-d, stated that they had some applications apparently unknown to Mr. Shaak which however, in the majority of about 50 percent thereof involved high school applicants, and so on, and also—

Q. You mean for summer work?

A. Summer work, and also she stated that what applications they did have on hand were for the year 1962, and not beyond 1961.

Q. So they would have nothing for you to examine for this period that we are interested in?

A. No, sir.

Q. Now, all of these visits to these companies were made by you in the months of April and May of 1963?

A. I could give you the exact dates.

Q. I don't want the exact dates.

A. April and May of this year. That is correct.

Q. And other than the records that you have told us about you were advised that no other records were available at the various companies?

A. That is correct, sir.

MR. READ: That is all I have. No further questions.

MR. JACKSON: No questions.

TRIAL EXAMINER: Do all parties consent to the [fol. 4293] receipt in evidence of Mr. Hooley's testimony.

* * * *

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
LDA M. ANGRUM	11-1-1927	435 [illegible]

NLRB CASE NAME AND NUMBER: J. H. Rutter-Rex Mfg. Co. Inc. 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature X [illegible]

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 7/1/55 TO 1/1/56

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	[illegible]	72-0446137	9/55 12/55	261 00 - 50 20
2.	[illegible]		11-1702-0023	
3.	T. H. Rutter Rex Mfg. [illegible]	72-0298450	12/55	387 67
4.	[illegible]		2/56	54 58
5.			07-1117-H04	0001
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

T 7985

660

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Sonora Barnes Rochon	8-21-33	433-42-0151

NLRB CASE NAME AND NUMBER

J. Rutter-Rex Mfg. Co. Inc., 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Sonora Barnes Rochon

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4/1/55 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER		E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	Industrial Electric Co 3733 Conti P.O. Box 700	147458 0001 0001	72-0220150	4/55 9/55	400.50 96.00
2.	New Orleans, La.				
3.					
4.	Xavier University Sisters of the Blessed Sacrament	16-0413 0003	72-040899	3/56	150.00
5.	7325 Palmetto St. New Orleans 18, La.				
6.					
7.	S. H. Kress Comment Co. Store 3000/2 Royal St.		72-036767	6/56 9/56	38.95 464.00
8.	New Orleans 12, La.	20-0791 0003		12/56	492.87
9.					
10.					
11.	Xavier University		72-040899	12/55	123.00
12.					
13.				2005	3/4

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

FPSH OAR-5120 (2-57)

TRANSCRIPT OF EARNINGS DATA

Page 2 of —

A/N 433-42-0151 Employee Name SONORA BARNES ROCHON.

NAMES AND ADDRESSES OF EMPLOYERS	IDENTIFICATION NUMBER	PERIOD	WAGES REPORTED	COMMENTS
3. J Ponis Garment Co. Inc.	72-0367677	3157 6157 9157	485.40 517.95 4976.75	
	11	12157		
	11	3158 6158 9158 12158	46[illegible].00 236.02 414.70 271.20	85-0074 0002
		3159 THRU 6160	NONE	
			2005 3/24	

662

FORM NLRB-4160
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
SONORA BARNES ROCHON	8-21-33	433-42-0151

NLRB CASE NAME AND NUMBER

J. H. Rutter-Rex Mfg. Co. Inc. 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Sonora Barnes Rochon

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 1-1-57 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	B.F. DAVIS GARMENT CO INC. 3000 ROYAL ST. NEW ORLEANS 17, LA.	72-0367677 10-0579-0003	3/57	475.40
2.	"	"	6/57	517.95
3.	"	"	9/57	469.75
4.	"	"	12/57	426.00
5.	"	"	3/58	464.00
6.	"	"	6/58	236.00
7.	"	"	9/58	414.70
8.	"	"	12/58	271.20
9.			1959	NONE
10.			6 3/60	NONE NONE
11.			9/60	NONE
12.	J.H. BONCK CO. INC. 1100 S. JEFF DAVIS PKY NEW ORLEANS, LA.	72-0371514 84-1442-0010	12/60	367.63
13.	"	"	3/61	308.10

REGIONAL OFFICE ADDRESS:

T 1303

8347

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
			6/61	employed
			9/61	
			12/61	Supplement due yet
		THE REQUESTED INFORMATION IS ENTERED ABOVE. SOCIAL SECURITY ADMIN.		
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				

RECEIVED
REGIONAL
CLAIMS
NEW YORK
DEC 1 55 PM '61

NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
14.		6/61 9/61	employer [illegible]
15.		12/61	[illegible]
16.	THE REQUESTED INFORMATION IS ENTERED ABOVE SOCIAL SECURITY ADMIN. [illegible]		
17. J. H. Bonck Co. Inc.	72-037 1514	6/61	456.43
18. "	"	9/61	546.25
19. "	"	12/61	609.88
20. "	"	3/62	564.99
21.			
22.		6/62 [illegible]	[illegible]
23.			
24.			
25.			11/6/62
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RECEIVED 1962 DEC 5 PM 50

GPO 911999

T 2901
T-5130

FORM NLRB-4160
(7-55)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
LENORA DAVIS	1 March 25, 1919	1439 32 6349

NLRB CASE NAME AND NUMBER

~~J. H. Rutter-Rex Mfg. Co. Inc.~~ 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature X Lenora Davis

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4/1/55 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	S. Frank & Co. Inc. 408 Tchoupitoulas St. New Orleans, La.	72-0188430	4/55 9/55	371.09 489.09
2.		"	12/55	536.54
3.		"	4/56 7/56	463.38 612.31
4.		"	7/56 9/56	420.65 520.26
5.		"	1/57 4/57	482.13 524.38
6.		"	7/57 9/57	655.02 649.52
7.		"	2/58 4/58	519.51 445.88
8.		"	7/58 9/58	613.88 618.45
9.		"	2/59 4/59	492.26 570.52
10.		"	7/59 9/59	644.41 583.75
11.	37-1110-0001	"	2/60 4/60	469.38 515.63
12.				
13.			2005	3/24

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

666

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
LENORA DAVIS	MARCH 25, 1919	439 32 6319

NLRB CASE NAME AND NUMBER

J. H. Rutter-Rex Mfg. Co. Inc. 15-CA-781 & 783

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Lenora Davis

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	L. FRANK & CO. INC. 408 TCHOUPITOULAS ST NEW ORLEANS, LA.	17-0739-0001		
		72-0188430	4/60	515.63
2.	"	"	9/60	540.89
			12/60	654.04
3.	"	"	3/61	477.66
			6/61	EMPLOYER REPORT NOT YET DUE
4.			9/61	
			12/61	
5.	THE REQUESTED INFORMATION IS ENTERED ABOVE. SOCIAL SECURITY [illegible]			
6.				
7.				
8.				
9.				
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REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

(T) T-73N
9103
879

FORM NLRB-9160
(7-59)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
LENORA DAVIS	MARCH 25, 1919	439 32 6349

NLRB CASE NAME AND NUMBER

J. R. Butler-Gen Mfg. Co. Inc. 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Lenora Davis

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4-1-60 TO [illegible]

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	L FRANK & CO INC 408 TCHOUPITOULAS ST NEW ORLEANS, LA	19-0759-100 72-0188430	1/60	515.63
2.	"	"	9/60	546.89
3.	"	"	12/60	654.08
4.	"	"	3/61	479.26
5.			6/61	EMPLOYERS
6.			9/61	REPORT NOT
7.	THE REQUESTED INFORMATION IS ENTERED ABOVE, SOCIAL SECURITY [illegible]		12/61	YET DUE
8.				
9.	L Frank & Co. Inc. 408 Tchoupitoulas St. New Orleans La.	72 0188430	6/61	462.13 0464-4 0001
			9/61	510.91
			12/61	646.57
10.			3/62 thru	Employers report not
11.			9/62	yet due.
12.				10-4-62 897
13.				

REGIONAL OFFICE ADDRESS: NATIONAL LABOR RELATIONS BOARD [illegible] T-1149 5745

[illegible] LOUISIANA

668

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION 438-34-6812

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
GLORIA DELORES DELPIT	11-19-30	438-34-6812

NLRB CASE NAME AND NUMBER
J. H. RUTTER-REX MFG. CO., INC. 15-CA-721 and 72

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Miss Gloria D. Delpit

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.			4/60 Thru 3/61	none
2.			4/61 Thru 7/61	employer report not yet rec
3.				
4.				
5.		THE REQUESTED INFORMATION IS ENTERED ABOVE SOCIAL SECURITY ADMIN. PER [illegible]		
6.				
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13.				

REGIONAL OFFICE ADDRESS: NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Loyola Building
2020 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

RG-74 8010 10-31-61

104

FORM NLRB-4180 (7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
MATHILDA DELPIT		433-03-7785

NLRB CASE NAME AND NUMBER

J. H. Rutter-Rex Mfg. Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the botton of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature ✓ mathilda Delpit

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4/1/55 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	20-0657-0026	72-0184780	4/1/55 9/55	62.00 148.00
2.	FINEST Foods Inc. 3627 Canal St. New Orleans, La.			
3.				
4.	17-1455-0006 Est. 000!	72-0298950	3/55	66.82
5.	J.H. Rutter-Rex MFG. Co. Inc. 3725 Dauphine St. New Orleans, La.			
6.				
7.	04-0889-0002 07-0888-0002 ~~04-0889-0002~~	72-0420981	12/54 1/3/55	207.00 13.33
8.	Brennan's French & Creole Rest Prs. Owen E. & Owen P. Brennan 417 Bourbon St. New Orleans, La.			
9.				
10.	Laura's Fudge Shop Mrs. Hettie Mae L. + John Crawford 235 Royal St. New Orleans 16, La.	72-0375499	3/56 12/56	196.80 91.50
11.	"	"	4/56 9/56	182.00 52.50
12.	" 72-6111-9648	"	3/57 4/57	21.00 6.00
13.				

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

NAME AND ADDRESS OF [illegible]	[illegible]	DATE OF [illegible]	[illegible]
12-6212-9089	72-0372043	[illegible]	70.00
303 S. Broad 1 Mrs. J. Toomast #10 Meadowbrough Gate New Orleans, La.			
18-1226-0002	72-	[illegible]	162.73
Maud S. Brennan & Owen P. Brennan PTNRS. 0491110 Brennan's French & Creole Rest. 241 Bourbon St. New Orleans, La.			
20-1018-0004	72-	6/76	19.20
Waterbury's Drug's Inc. 540 Canal St. New Orleans, La.	0347130		
20-1018-0002	72-	4/76	7.43
Div. of Associated Baby Sea Int. New Orleans Laundries 2801 Tulane Ave. New Orleans, La.	0473140		
17-7008-9865	72-	8/76	20.00
DR. Alfred V. Curtiss 703 Canal St. New Orleans, La.	0366958		
B.F. Davis Garment Co. Inc. 3000 2 Royal St. New Orleans 12, La.	72-	12/76	365.56
"	0367677	"	453.53
		4/77	479.87
"	"	3/77	239.15
		7/77	474.26
"	"	2/78	438.69
		5/78	364.85
64-0708-0001	"	8/78	306.93
"			
		12/78	NONE
		7/79	

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NEW ORLEANS, LA.
MAY 25 9 37 AM '81

TRANSCRIPT OF EARNINGS DATA

Page 2 of 2

433-03-7785 Employee Name Mathilda Delpit

AND ADDRESSES OF EMPLOYERS	IDENTIFICATION NUMBER	PERIOD	WAGES REPORTED	COMMENTS
NNSTT Co. Inc., gazine ST Common Sts. Orleans, La.	72- 012 9420	9/57	9.00	13-0068-0001
T L. Masson + Partner House Pontchartrain Blvd. Orleans, La.	72- 046 0695	9/57	65.30	15-0507-0001
			2045.5	5/23

672

FORM NLRB-4180
(7-56)

Hector

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
SHIRLEY M. EDGERSON		635-38-7675

NLRB CASE NAME AND NUMBER

J. H. Rutter-Rex Mfg. Co., Inc., 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Shirley M. Edgerson

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM January 1, 1955 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	Calvin D. & Seymour Schram Schram Brothers Ptrs 427 Camp St. New Orleans, La.	72 0392506	3-55 6-55	218.64 149.76
2.	"	"	9-55 12-55	190.20 384.37
3.	J. H. Banck Co. Inc. 1150 S. Jeff Davis Pkwy	72 0371514	6-55	24.00
4.	New Orleans, La. "	"	9-55	12.00
5.			9-56 6-56	NONE
6.	B. Bennett Company Inc magazine at Common Sts. New Orleans, La	72 0129420	9-56	28.75
7.				
8.	Calvin D. & Seymour Schram Ptrs	72 0392506	12-56	446.38
9.	"	"	3-57 6-57	422.39 68.97
10.				
11.	Benjamin F. Brown 1706 Joseph St. New Orleans, La	72 0428767	9-57 12-57	NONE 210.00
12.	"	"	3-58 6-58	390.00 390.00
13.	"	"	9-58 12-58	390.00 390.00

REGIONAL OFFICE ADDRESS:

820 Lowerie Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

NAME AND ADDRESS OF EMPLOYER	S.S. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
Benjamin J Brown	72 0428767	3-59	390.00
		6-59	390.00
	"	9-59	390.00
		12-59	420.00
	"	3-60	360.00
		6-60	390.00
	"	9-60	390.00
		12-60	210.00
J H Bonck Co. Inc	72 0371514	12-60	35.20 84-1419 0011
Thos D + Seymour Schram Atts	72 0392506	12-60	85.30 80-1638 0005
H Kutter Rex Mfg. Co Inc 3725 Dauphine St New Orleans, La. (Louisiana)	72 0298950	3-61	151.44 84-0563 0003
		6-61	NONE
		9-61	Employer Reported
		12-61	Not yet due
THE REQUESTED INFORMATION IS ENTERED ABOVE, SOCIAL SECURITY ADMIN. PER 12-12-9145			

RECEIVED
NLRB - TH REG.
NEW ORLEANS, LA.
DEC 14 3 38 PM '61

674

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Pearl Ferguson	6/21/27	437-38-0136

NLRB CASE NAME AND NUMBER

J. Rutter-Rex Mfg. Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Pearl Ferguson

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4/1/55 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	J H Rutter Rex Mfg Co Inc 3725 Dauphine St. New Orleans, La.	72-0298950	3/55 1/55	218.39 316.66
2.		"	9/54 3/54	175.68 128.48
3.		"	1/54 9/53	213.74 NONE
4.	New Orleans 17-0080-0012 Foundries Inc 2801	72-0272756	4/55	65.74
5.	Tulane Avenue New Orleans, La.			
6.				
7.	Fill Woods 27-0298-8023 ext. 1086 wools Co.	12-14933340	4/55	14.00
8.	(Dry Corp) 233 Broadway.			
9.	New York, NY (Louisiana)			
10.	Frank J. Delerna owner De-lerna Restau - 18-1434-0001	72-0167660	4/55 3/55	110.00 20.00
11.	rant 619 Pine St Metazie La.			
12.				
13.				

REGIONAL OFFICE ADDRESS:

5336

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

	NAME AND ADDRESS OF EMPLOYER	S.S. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
14.	J.H. Rutter Rex Mfg Co. Inc. 3725 Dauphine St. New Orleans, La	72-029890	3/57 4/57	343.89 411.31
15.		"	11/57 12/57	368.00 407.05
16.		"	3/58 4/58	459.22 428.13
17.		"	9/58 12/58	461.19 423.68
18.		"	3/59 4/59	528.67 385.12
19.	51-0332-0011 est. 0001	"	9/59	499.82
20.	Jr Keenan Department Corp 1205 St. Charles Ave. New Orleans, La	72-049316	12/59	95.00
21.	37-H00-0002	"	3/60 4/60	308.00 32.00
22.				
23.				
24.	34-1332-0002 Seg Mar. Inc. 614 Magazine St. New Orleans, La.	72-c377957	4/60	111.25
25.				
26.	IF ADDITIONAL INFORMATION IS ENTERED ABOVE, [illegible]			
27.				
28.				
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RECEIVED
NEW ORLEANS, LA.
MAY 27 8 50 AM '61

OMB 071-R00

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FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Minnie Mae Fernandez	6 March 1924	4.10 39 [illegible] 53

NLRB CASE NAME AND NUMBER
J. H. Rutter-Rex Mfg. Co., Inc., 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Minnie Mae Fernandez

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM April 1, 1955 TO Present

RECORD OF EMPLOYMENT AND EARNINGS

NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	none	6/55	
2. E. H. Blum	72-0133960	9/55 12/55	15.00 219.32
3. 1521 Canal St. New Orleans La.		3/56 6/56	360.01 473.70
4.		9/56	257.30
5.		12/56	343.60
6.		3/57	365.50
7.	MB. 38-1164 #.0002	6/57	498.85
8.	none	9/57	
9.	none	12/57	
10. Price Candy Co.	44-0396776 MB. 02-0454 #g 1225 MC 8015	9/55	26.70
11. 2 W. 39th St. Kansas City Mo. (Fo.)			
12.	REQUESTED INFORMATION IS ENTERED ABOVE.		
13.	SOCIAL SECURITY ADMIN. PER [illegible]		

REGIONAL OFFICE ADDRESS: NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lo[illegible]les Ave.
NEW ORLEANS 12, LOUISIANA

FORM NLRB-4160 (7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Minnie Mae Fernandez	3/29/21	410-32-3093

NLRB CASE NAME AND NUMBER
J. Rutter-Rex Mfg. Co. Inc., 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Minnie Mae Fernandez

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4/1/55 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.			6/55	None
2.				
3.	Price Candy Co 2 West 34th Street Kansas City, Mo.	44 0396776	9/55	26.70
4.		42-0454 0085 Est 0013		
5.	E H Blum 1521 Canal Street New Orleans, La.	72 0133960	12/55	219 32
6.	"	"	9/55	15.00
7.	"	"	3/56 6/56	360.01 473.70
8.	"	"	9/56	257.30
9.	"	"	12/56	343.60
10.	"	"	3/57	365.50
11.	"	"	6/57	498.85
12.	"	"	9/57	438.25
13.	"			

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION

REGIONAL OFFICE ADDRESS:
820 Lavaca Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

4578
R-1533

	NAME AND ADDRESS OF EMPLOYER	S.S. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
14.	E. H. Blum	72 0139960	12/57	135.60
15.	"	4	3/58	108.40
16.		13-0007 0002		
17.	Shreveport Garment MFGRS. % Goldman Rayford & Morris P.O. Box 4446 925 Jefferson Street Shreveport, La.	72 6455151	3/58	209.10
18.	"	4	6/58	396.50
19.	"	4	9/58	498.20
20.	"	4	12/58	270.30
21.		92-0643 0926 0004		
22.	B.P. Davis Garment Co. Inc, 3000-2 Royal ST New Orleans, La.	72 0367677	6/59	262.58
23.		37-1153 0004	3/59	None
24.	La. Garment MFF Co Inc. 2001 ST. Bernard Ave. New Orleans, La.	72 0245285	9/59	262.25
25.	"	4	12/59	409.98
26.	"	4	3/60	449.00
27.	"	4	6/60	304.30
28.		35-1715 0012		
29.			9/60	Reemployed
30.			12/60	Report Not
31.			3/61	yet due.
32.				
33.	THE REQUESTED INFORMATION IS ENTERED ABOVE SOCIAL SECURITY BOARD, BUREAU OF OLD-AGE AND SURVIVORS INSURANCE			
34.				

RECEIVED
MAR 21 PM 12:51
SOCIAL SECURITY BOARD
BUREAU OF OLD-AGE AND SURVIVORS INSURANCE

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Minnie Mae Fernandez	3/29/21	410-32-3093

NLRB CASE NAME AND NUMBER
J. H. Rutter-Rex Mfg. Co. Inc. 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Minnie Mae Fernandez

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	Louisiana Garment Mfg. Co. Inc. P.O. Box 13116 New Orleans, La.	72-0245295 66-1715-0012	6/60	304.30
2.	" "	" "	9/60	42.10
3.			12/60	NONE
4.			3/61	NONE
5.			C 12/61	employer report not due yet
6.				
7.	THE REQUESTED INFORMATION IS ENTERED ABOVE. SOCIAL SECURITY ADMIN. BY			4/3/61
8.				
9.				
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12.				
13.				

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lewis Building
2025 So. Claiborne Avenue
NEW ORLEANS 15, LOUISIANA

1133 8397

680

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
MINNIE MAE FERNANDEZ	3/29/21	410-32-3093

NLRB CASE NAME AND NUMBER

J. H. Rutter-Rex Mfg. Co. Inc. 15-CA-721 & 783

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Minnie Mae Fernandez

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	S.S. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	LOUISIANA GARMENT MFG. CO INC. P O BOX 13116 NEW ORLEANS, LA	72-245285 65-1715-0012	6/60	304.30
2.	"	"	7/60	42.10
3.			12/60	NONE
4.			3/61	NONE
5.			6/8/61	employer reports not due yet
6.				
7.	THE REQUESTED INFORMATION IS ENTERED ABOVE SOCIAL SECURITY ADMIN. By		Date 7/19/61	
8.	Louisiana Garment Mfg. Co. Inc. Box 13116 New Orleans LA	72-0245285 (65-0335-0010)	9-61	211.00
9.				
10.			12-60	None
11.			3-61 6-61 12-61	None None None
12.			3-62 6-62 9-62	Employer reports not yet due
13.				

REGIONAL OFFICE ADDRESS: NATIONAL LABOR RELATIONS BOARD

10-462

87

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Octavia Haynes	9-8-26	434-46-6549

NLRB CASE NAME AND NUMBER
J. H. Rutter-Rex Mfg. Co., Inc., 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Octavia Haynes

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM April 1, 1955 TO Present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.		None	6/55	
2.	Ella J Mervin Joseph ptrs Chicago 24 st Wholes 715 Polydras St. New Orleans La.	72 0439208	9/55	120.00
3.		MD20-7216 M9178		
4.	Calvin D.T. Seymour Schram ptrs Schram Bros.	72 0342506	12/55	166.00
5.	727 Conga St New Orleans La		3/56 6/56	403.83 136.86
6.			9/56 12/56	470.19 430.43
7.		MD04-0384 M0005	3/57	405.75
8.		None	6/57	
9.		None	9/57 12/57	
10.	REQUESTED INFORMATION IS ENTERED ABOVE			
11.	SOCIAL SECURITY ADMIN. PER			
12.				
13.				

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
[illegible] Building
NEW ORLEANS 13, LOUISIANA

682

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Gustavia Haynes Gale	9-8-26	434-46-6599

NLRB CASE NAME AND NUMBER
J. Rutter-Rex Mfg. Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature: Gustavia Haynes Gale

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM ~~1/1/56~~ 7/1/57 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	69-1780 Calvin D & Seymour Ichram 0003- Ichram Brothers Ptrs. 427 Conway St. New Orleans, La.	72-0342506	9/57	436.58
2.		"	12/57	444.21
3.		"	3/58	303.77
4.		"	9/58	335.67
5.		"	6/58	none
6.		"	12/58	277.26
7.		"	3/59	587.18
8.		"	6/59	333.96
9.		"	9/59	642.24
10.		"	12/59	543.08
11.		"	3/60	335.80
12.		"	6/60	404.40
13.		"		

THIS INFORMATION IS ENTERED ABOVE

REGIONAL OFFICE ADDRESS:
T 3277
R 0707

NATIONAL LABOR RELATIONS BOARD
SOCIAL SECURITY ADMIN. FER
FIFTEENTH REGION (10)
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

FORM NLRB-4180 (7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
GUSTAVIA HAYNE GALE	9-8-26	434-46-6599

NLRB CASE NAME AND NUMBER

J. R. Dutton-Box Mfg. Co., Inc. 15-CA-772 & 773

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature _____

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	CALVIN D & SEYMOUR SCHRAM PTRS SCHRAM BROS.	727039206	6/60	404.40
			9/60	470.21
2.	427 CAMP ST. NEW ORLEANS, LA.	727095771	12/60	230.77
			3/61	267.64
3.				
4.			6/61	E.R. report not yet due
5.			9/61	"
			12/61	"
6.	THE REQUESTED INFORMATION IS ENTERED ABOVE SOCIAL SECURITY ADMIN. PER [illegible]			
7.				
8.				
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REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

684

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
GUSTAVIA HAYNE GALE	9-8-26	434-46-6599

NLRB CASE NAME AND NUMBER

J. H. Rutter-Rex Mfg. Co. Inc 15-CA-[illegible] & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature _____

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	CALVIN D & SEYMOUR SCHRAM PTRS SCHRAM BROS 427 CAMP ST. NEW ORLEANS, LA.	72 0392506	6/60	404.40
2.			9/60	478.21
3.			12/5/60	220.77
4.			3/61	207.04
5.			6/61	filing made 9 yet due
6.			9/61	"
7.			12/61	"
8.	Calvin & Seymour Schram Ptrs.	72 0392506	6/61	300.19
9.	"	"	9/61	393.46
10.	"	"	12/61	553.39
11.		10-N-62 DM	3/62 thru 9/62 not yet	Employers due
12.				
13.				

THE REQUESTED INFORMATION IS ENTERED ABOVE
SOCIAL SECURITY ADMIN. PER [illegible]

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
8th Floor Plaza Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

FORM NLRB-4180 (7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
VICTORIA HENDERSON	1/18/15	435-38-3976

NLRB CASE NAME AND NUMBER: J. H. Rutter-Rex Mfg. Co.,Inc. 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earning.

Signature Victoria Henderson

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4/1/55 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYR	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	SEG-MAR INC. 614 MAGAZINE ST. ~~NEW ORLEANS~~ - LA.	72 03 779 57	6-55 9-55	130.51 405.44
2.	"	"	12-57	403.55
3.	"	"	3-56 6-56	443.02 462.25
4.	"	"	9-56 12-56	384.50 490.63
5.	"	"	3-57 6-57	415.25 396.50
6.	E. H. BLUM 68-0091 1521 CANAL ST. ~~NEW ORLEANS~~ - LA. 7-CD83	72 01 339 00	9-57 12-57	109.25 412.00
7.				
8.				
9.	SEG-MAR INC	72 03 779 57	3-58 6-58	422.00 463.25
10.	"	"	9-58 12-58	173.00 116.00
11.	"	"	3-59 6-59	425.00 104.75
12.	"	"	9-59 12-59	none none
13.	"	"	3-60 6-60	383.70 209.75

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

5084

	NAME AND ADDRESS OF EMPLOYER	S.S. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
14.	SEG MAR INC. 67-0894	92 0377957	9-60	384.25
15.				
16.	THE REQUIRED ... IS ENTERED ABOVE			
17.				
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W NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
VICTORIA HENDERSON	1/18/15	435-38-3976

NLRB CASE NAME AND NUMBER

J. E. Rotter-Rex Mfg. Co., Inc. 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature X Victoria Henderson

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4-1-60 TO DATE

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	SEG MAR INC. 614 MAGAZINE ST. NEW ORLEANS, LA	72-0377957	6/60	209.25
2.		1322-34.0002	9/60	384 X 5
3.		"	12/60	434 78
4.			3/61	307 72
5.			6/61 thru 12/61	Employers report not yet due
6.	THE REQUESTED INFORMATION IS ENTERED ABOVE. SOCIAL SECURITY REPRESENTATIVE 9292 11/29/61			
7.				
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NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

REGIONAL OFFICE ADDRESS:

8397.

A 7272
9792

688

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
VICTORIA HENDERSON	7/18/15	435-38-36[illegible]

NLRB CASE NAME AND NUMBER

J. H. Rutter-Rex Mfg. Co., Inc. 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature /X/ Victoria Hend[illegible]

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4-1-60 TO DATE

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	SEG MAR INC 614 MAGAZINE ST. NEW ORLEANS, LA	72-03-77957 [illegible]	6/60 4/60	209.72 384 [illegible]
2.			[illegible]/60 3/6[illegible]	434.[illegible] 367.72
3.			6/6[illegible] -[illegible] 12/61	Employer reports not yet
4.	THE REQUESTED INFORMATION IS ENTERED ABOVE. SOCIAL SECURITY [illegible] PER 425-[illegible]/61			
5.				
6.			6/61 thru 3/62	NONE
7.				
8.			6/62 [illegible] 12/62	employer [illegible] not yet [illegible]
9.				
10.				
11.				[illegible] - 7/[illegible]
12.				
13.				

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Bldg.
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

75160

8771.

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Mrs. Rose Marie Hicks	3/31/29	435-34-2465

NLRB CASE NAME AND NUMBER
J. Rutter-Rex Mfg. Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Mrs. Rose Marie Hicks

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 7/1/57 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	Calvin D + Seymour Ichram Ptrs 427 Camp St. New Orleans, La.	68-0091 0003 72 03396O ~~8342506~~	9-57	445.65 ~~231.82~~
2.	"	"	12-57	97.60
3.	"	"	3-58	110.00
4.	A. H. Feldman + C.S. Morris Ptrs. P.O. Box 1646 Shreveport, La.	02-6541 0025-0004 72 0455151	3-58	227.50
5.	"	"	6-58	348.30
6.	"	"	9-58	505.70
7.	"	"	12-58	284.85
8.			3-59	None
9.			6-59	None
10.	Calvin D + Seymour Ichram Ptrs. Ichram Brothers 427 Camp St. New Orleans, La.	67-0808 0007 72 0392506	9-59	473.80
11.	"	"	12-59	461.90
12.		"	3-60	472.53
13.				

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION

REGIONAL OFFICE ADDRESS:
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

T 3777 #777
R 9707

SECTION "A" NAME AND ADDRESS OF EMPLOYER	[illegible] SOCIAL SECURITY NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
14. Calvin D. & Suzanne Kleaver Pda	0372606	6-60	490.63
15.			
16.			
17.			
18. THE REQUESTED INFORMATION IS ENTERED ABOVE. SOCIAL SECURITY ADMIN. PGH			3/23
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RECEIVED
MAR 13TH REC.
NEW ORLEANS, LA.
MAR 27 8:29 AM '81

FORM NLRB-4180
(7-59)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
MRS. ROSE MARIE HICKS	3-31-29	435-34-2465

NLRB CASE NAME AND NUMBER

J. H. Rutter-Rex Mfg. Co., Inc. 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Mrs. Rose Marie Hicks

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4-1-60 TO DATE

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	CALVIN D & SEYMOUR SCHRAM SCHRAM BROTHERS	[illegible]	4/60 3/61	$4,480.63 $4,320.29
2.	427 CAMP ST. NEW ORLEANS, LA.	[illegible]	12/60 3/61	$4,423.00 $411.36
3.				
4.			8/61 9/61	E.P. not hired Not Hired
5.			12/31/61	"
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				

REGIONAL OFFICE ADDRESS:

8397

NEW [illegible] LOUISIANA

F 7911

3-9-62

692

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Mrs. Rose Marie Hicks	3-31-29	435-34-2465

NLRB CASE NAME AND NUMBER

J. H. Rutter-Rex Mfg. Co., Inc., 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Mrs. Rose Marie Hicks

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4-1-60 TO DATE

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	CALVIN D & SEYMOUR SCHRAM SCHRAM PAINTERS		[illegible]	[illegible]
2.	437 CAMP ST NEW ORLEANS, LA	[illegible]	[illegible]	[illegible]
3.				
4.			[illegible]	[illegible]
5.			[illegible]	"
6.			[illegible]	[illegible]
7.	Calvin D + Seymour Schram	72 0392506	6/61 9/61	245.26 363.94
8.	"	"	12/61	363.16
9.			3/62 thru 4/62	Employment not yet due
10.				
11.				D-1-62 SM
12.				
13.				

REGIONAL OFFICE ADDRESS:

8397

NLRB [illegible], Louisiana

FORM NLRB-4180
(7-54)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
LOUISE JACKSON	8/20/17	439-30-0119

NLRB CASE NAME AND NUMBER

J. H. Rutter-Rex Mfg. Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Louise Jackson

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 7/1/57 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	John Dart 3207 Coliseum St	72- C414946	9/57 12/57	325.00 338.00
2.	New Orleans 15, La.	"	3/58 6/58	338.00 338.00
3.	"	"	9/58 12/58	338.00 338.00
4.	La Societe D'ex Dames Hospitalieres St. 822 Barracks St.	72- 042-3647	3/57 12/57	348.18 345.00
5.	New Orleans 16, La.	19-0004-0002 "	3/58	153.20
6.				
7.	St Annas Asylum 1823 Pretania St	72- C408969	3/58 5/58	110.64 71.12
8.	New Orleans 13, La.	"	3/60 6/60	22.02 169.44
9.	LA-1491-0002	"	3/60	155.34
10.	John Dart	72- C414946	3/59 6/59	338.00 338.00
11.	"	"	9/59 12/59	176.00 338.00
12.	"	"	3/60 6/60	338.00 ~~344.84~~ 338.00
13.	"	"	9/60 12/60	338.00 338.00

97-6007-0488

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

4755

R-4483

694

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Louise Jackson	8/20/17	439-30-0119

NLRB CASE NAME AND NUMBER

J. R. Buttig-Ben Mfg. Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Louise Jackson

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 10-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	JOHN DART 3307 COLISEUM ST. NEW ORLEANS 15, LA.	06-6052-070 72-0414946	12/60	338.00
2.	"	"	3/61	338.00
3.			4/61 9/61 12/61	Employed Report not YET Due
4.	ST ANNAS ASYLUM 1823 PRYTANIA ST	13-0383-002 72-0408969	12/60	141.21
5.	NEW ORLEANS 13, LA.		3/61	130.02
6.	THE REQUESTED INFORMATION IS ENTERED ABOVE. SOCIAL SECURITY ADMIN. PER [illegible] 11/29/61			
7.				
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REGIONAL OFFICE ADDRESS: NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lafayette Building
2020 St. Charles Avenue
NEW ORLEANS 12, LOUISIANA

T-733
9103
837

FORM NLRB-4180
(7-58)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
LOUISE JACKSON	8/20/17	439-30-0119

NLRB CASE NAME AND NUMBER

J. P. Stevens & Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the cover of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Louise Jackson

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 10-1-60 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I.C. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	JOHN CADY 3107 CLEVELAND ST NEW ORLEANS, LA	06-6052-0700 72-0414946	12/60	338.00
2.	"	"	3/61	356.00
			6/61	Employees Report not YET Due
3.			9/61	
			12/61	
4.	ST PAUL'S ACADEMY 1823 PRYTANIA ST NEW ORLEANS, LA	13-0355-0002 72-0408969	12/60	141.21
5.			3/61	130.02
6.	THE REQUESTED INFORMATION IS ENTERED ABOVE SOCIAL SECURITY ADMIN. PER [illegible]			
7.	[illegible]	72-0414946-14	6/61	326.00
			9/61	351.00
			12/61	351.00
8.	[illegible]	13-6042-0135	3/62	351.00
9.	[illegible]	72-0408969	6/61	5.68
	[illegible]	41-0839-0002		
10.	[illegible]			
11.				10-11-62 837
12.				
13.				

REGIONAL OFFICE ADDRESS:

4332 837 9103

FORM NLRB-4180
(7-58)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
LELA MAE LANDRY	8/21/31	437-44-4835

NLRB CASE NAME AND NUMBER
J. H. Rutter-Rex Mfg. Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Lela Mae Landry

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 7/1/57 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	B. F. Diamond Const. Co. 3000½ Royal St. New Orleans 12, La.	72-0367677	7/57 9/57	426.75 434.18
2.	"	"	7/58 7/58	467.65 300.18
3.	"	"	7/58 17/58	293.50 485.29.
4.	"	"	3/59 4/59	416.07 209.94
5.	"	"	17/59 4/59	395.85. NONE
6.	"	"	3/60 4/60	400.37 514.71
7.	" 60-1540-0002	"	3/60	463.97
8.				
9.				
10.				
11.				
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13.				

[illegible] IS ENTITLED [illegible] 9/16
[illegible] SOCIAL SECURITY ADMIN. FEB [illegible]

REGIONAL OFFICE ADDRESS:
NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

FOR: NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
LELA MAE LANDRY	8/21/1931	432-44-4835

NLRB CASE NAME AND NUMBER: J. E. Baker-Sun Mfg. Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Lela Mae Landry

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 7-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	1540-60 0002	72	9/60	463.97
2.	B F DAVIS GARMENT CO INC 3000 S ROYAL ST NEW ORLEANS 17, LA.	0967677	12/60	403.91
		"	3/61	468.86
3.			6/61 thru 9/61	Employer Agent not yet Heard
4.				
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THE REQUESTED INFORMATION IS ENTERED ABOVE.
SOCIAL SECURITY ADMIN. PER

REGIONAL OFFICE ADDRESS:
NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
[illegible] Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

8397.

80.0 10-30-61

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
LEONARD L. LEWIS JR.	2/3/25	436 28 4933

NLRB CASE NAME AND NUMBER

J. H. Rutter-Rex Mfg. Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Leonard L. Lewis Jr.

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4/1/55 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	17-1431-0004 Hagel Bros. Inc. St Bernard Ave. near Broad St. Mail P.O. Box 1600 New Orleans, La.	72-0207480	6/55	529.01
2.	"		9/55	611.42
			12/55	652.78
3.	"		3/56	816.53
			6/56	553.43
4.	"		9/56	737.79
			12/56	654.58
5.	"		3/57	675.75
			6/57	726.44
6.	"		9/57	612.00
			12/57	648.98
7.	"		3/58	878.05
			6/58	535.35
8.	"		9/58	601.80
			12/58	621.88
9.	"		3/59	954.98
			6/59	795.21
10.	"		9/59	716.45
			12/59	807.98
11.	"		3/60	821.30
			6/60	923.31
12.	[illegible]	[illegible]	9/60	498.36
			12/60	NONE
13.	"		3/61	employer report not yet due
			6/61	

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
LEONARD LEWIS, JR	2/3/25	436 28 4933

NLRB CASE NAME AND NUMBER: J. H. Rutter-Rex Mfg. Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Leonard Lewis, Jr.

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 10-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	HASPEL BRO. INC. P.O. Box 1606 NEW ORLEANS, LA.	72-0207480 12-45-41-0009	12/60 3/61	767.04 1038.20
2.			6/61 thru 12/61	Employer report not yet due
3.	THE REQUESTED INFORMATION IS ENTERED ABOVE. SOCIAL SECURITY Admin. For 4292 11-29-61			
4.				
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REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTH REGION
[illegible] BUILDING
[illegible] STREET
NEW ORLEANS 12, LOUISIANA 877

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FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Kathleen Lodge	Nov. 26, 1931	433-42-7846

NLRB CASE NAME AND NUMBER
J. H. Rutter-Rex Mfg. Co., Inc., 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Kathleen Lodge

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM April 1, 1955 TO Present

RECORD OF EMPLOYMENT AND EARNINGS

NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.		1/55	None
2.		9/55	None
3. Baumer Foods Inc. 4300 Tulane Ave. New Orleans 19 La	72-0368408	12/55	01-0840-0510 30.19
4.			
5. Westminster Corporation 919 Gravier St New Orleans La.	72-0147232	3/56	18-1202-0842 232 87
6.		6/56	None
7.		9/56	None
8.		12/56	None
9.	~~58-0473420~~	9/57	65-0772-0642 985.59
10.		3/57 6/57	720.00 None
11.		12/57 3/58	None
12.		6/58	
13.			

REGIONAL OFFICE ADDRESS:

RECEIVED MAR 20 1958 NLRB New Orleans La. La.

None

7863

BIOW CLAIM NO.	NAME AND ADDRESS OF EMPLOYER	E.T. WAGES	PERIOD OF EMPLOYMENT	AMOUNTS OF AWARD
9.	Natal Enforcement Dept. Mail 416 Lull Bl. - attn Mr Harold - Procurer New Orleans 12 La.	78-[illegible]-2[illegible]	9/57	68-[illegible] 2[illegible]
16.				
17.	THE ALLOTTED INFORMATION IS ENTERED ABOVE SOCIAL SECURITY ADMIN. PER			MP 4/17/58
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FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

I U

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
KATHLEEN LODGE	3/21/21	433-42-7841

NLRB CASE NAME AND NUMBER
J. H. Rutter-Rex Mfg. Co. Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature _____

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 7/1/57 TO PRESENT TO Kathleen Lodge

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	Capital Improvement Corp. 415 Shell St.	72-048279	9/57	204.00
2.	Attn Mr. Harold Brewer New Orleans 12, La.	"	12/57	451.51
3.				
4.				
5.	69-1933 0078 Dane Cotton Mills Co	72-023S170	9/57	13 1/2
6.	434 Cadiz St. New Orleans, La.			
7.				
8.	Capital Improvement Corp.	72-048279	3/58 6/58	429.00 429.00
9.		"	9/58 12/58	~~455.40~~ 530.80
10.		"	3/59 6/59	416.00 316.80
11.	41-1220 0002	"	6/60	22.40
12.			9/59 THRU 3/60	NONE
13.				2400 3/24

REGIONAL OFFICE ADDRESS: NATIONAL LABOR RELATIONS BOARD
~~FIFTEENTH REGION~~
~~820 Lowich Building~~
~~2026 St. Charles Avenue~~
NEW ORLEANS 13, LOUISIANA

FORM NLRB-4180 (7-59)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
KATHLEEN LODGE	5/26/31	433-43-7846

NLRB CASE NAME AND NUMBER
J. Ritter-Rex Mfg. Co. Inc. 15-CA-721 & 783

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature _____

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 7-1-59 to present TO Kathleen Lodge

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.			9/59	NONE
2.			12/59	NONE
3.			3/60	NONE
4.	RETAIL IMPROVEMENT HAROLD BREWER 1440 OIL & GAS BDG NEW ORLEANS 12, LA	72-6482719 41-1220-6002	6/60	22.40
5.			9/60	NONE
6.			9/60	NONE
7.			12/60	NINE
8.	WESTMINSTER CORP 1440 OIL & GAS BLDG. NEW ORLEANS, LA.	72-0447232 04-0189-0002	3/61	13.60
9.			9/61	employer refused to give
10.			12/61	blue yet
11.			THIS REQUESTED INFORMATION IS ENTERED ABOVE.	
12.				
13.				

REGIONAL OFFICE ADDRESS:

1362 [illegible] 8307

NEW ORLEANS, LOUISIANA

FORM OAR 5129 (2-57)

TRANSCRIPT OF EARNINGS DATA

Page 2 of 2

A/N 433-42-7846 Employee Name Kathleen Bodey

NAMES AND ADDRESSES OF EMPLOYERS	IDENTIFICATION NUMBER	PERIOD	WAGES REPORTED	COMMENTS
Westminster Corp.	72-0447232	10/61	486.20	
"	"	9/61	323.00	
		2-/61 thru 3/62	None	
	State Social Security Benefits 7/62 - 11/24/62			

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Noel Martin	12-26-35	434-48-8660

NLRB CASE NAME AND NUMBER

J. H. Rutter-Rex Mfg. Co. Inc. 15-RC-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Noel Martin

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 7/1/54 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	C7. 7080 4028	72237221 ~~6248450~~	4/54	141.01
2.	Celine J. Delacroix Jr 4523 Annette St	"	12/54	427.30
3.	New Orleans, La.	"	3/55	246.48
4.		"	6/55	522.03
5.		"	9/55	773.52
6.		"	12/55 ~~3/56~~	567.23 ~~240.23~~
7.		"	3/56	240 23
8.		"	6/56	520.71
9.		"	9/56	422 39
10.		"	12/56	842.10
11.		"	3/57	246.15
12.		"	6/57	727.10
13.				

NATIONAL LABOR RELATIONS BOARD

REGIONAL OFFICE ADDRESS:
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

	NAME AND ADDRESS OF DECEASED	S.S. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
14.	Oliver J. Delacroix Jr.	[illegible] 0884221	9/57	640.15
15.		"	12/57	859.10
16.		"	3/58	541.70
17.		"	6/58	1014.97
18.		"	9/58	944.79
19.		"	12/58	486.86
20.		"	3/59	787.26
21.		"	6/59	467.00
22.		"	9/59	1097.50
23.		"	12/59	1033.61
24.		"	3/60	511.00
25.		"	6/60	1190.37
26.				
27.				
28.	THE REQUESTED INFORMATION APPEARS IN CASE FILE ABOVE SOCIAL SECURITY ADMIN. PB 3/10/65 2/23			
29.				
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32.				
33.				

RECEIVED
NLRB 15TH REG.
NEW ORLEANS, LA.
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FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Noel Martin	12-26-35	434-48-8660

NLRB CASE NAME AND NUMBER
J. H. Rutter-Rex Mfg. Co. Inc. 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:
Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature X Noel Martin

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4-1-60 TO Present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	CLIVER J. DELACROIX JR 4513 ANNETTE ST. NEW ORLEANS, LA.	illegible	illegible	illegible
2.	illegible	illegible	illegible	illegible
3.				
4.			illegible	illegible
5.			illegible	illegible
6.	THE REQUESTED INFORMATION IS ENTERED ABOVE SOCIAL SECURITY ADMIN. BR.			
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REGIONAL OFFICE ADDRESS:
NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lovich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

R 774
2-4-61

708

FORM SSSB-0130
(7-59)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Noel Martin	12-26-35	434-41-8660

NLRB CASE NAME AND NUMBER
J. H. Rutter-Rex Mfg. Co., Inc. 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sir:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature X Noel Martin

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	OLIVER J. DELACROIX JR. 4523 ANNETTE ST. NEW ORLEANS, LA.	72 0384221	6/61	1140.37
2.			9/61	1164.20
3.		15-6546 0104	12/60	195.00
4.			3/61	96.00
5.				
6.			6/61	E.C. report not yet due
7.			9/61	"
8.			12/61	"
9.		THE REQUESTED INFORMATION IS ENTERED ABOVE SOCIAL SECURITY ADMIN. PER [illegible]		
10.	Oliver J Delacroix Jr	72 0384221	6/61	960.00
11.	"	"	12/61	830.54
12.	Fluid Simonson Inc, 4120 Conquitaylas St. New Orleans 15, La	72 0457465	3/61	387.40
13.		038318-0002		
14.			9/61	none
15.	10-1-62 [illegible]			
16.			3rd qtr 9/62	Employer report not yet due
17.				

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
GENERAL OFFICE ADDRESS: 820 Lovelab Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

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17-58

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (PRINT)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Gloria Mathews	Feb. 27, 1933	434-46-8010

NLRB CASE NAME AND NUMBER
J. H. Rutter-Rex Mfg. Co., Inc., 15-CA-721, 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
1602A Federal Building - 701 Loyola Avenue
NEW ORLEANS 12, LOUISIANA

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature: Gloria Mathews

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB. PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM January 1, 1955 TO January 1, 1962

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	SOC. SEC. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	Vaupel Bros. Inc. 617 5123d New Orleans 50. La	72 0207480	3/55 6/55	364.96 283.47
2.		2750-07014	9/55	33.90
3.	J. H. Rutter-Rex Manufacturing Co. Inc. 3925 Gayoso St. New Orleans La (Louisiana)	72 02 99950	9/55 12/55	323.07 415.30
4.		1455-Month 65 0001	3/56 6/56	502.84 325.34
5.		"	9/56 12/56	156.30 324.41
6.		"	3/57 6/57	481.94 464.68
7.		"	9/57 12/57	414.94 382.74
8.		"	3/58 6/58	85.15 299.28
9.		"	9/58 12/58	451.41 455.59
10.		"	3/59 6/59	506.94 429.69
11.		"	9/59 12/59	586.26 402.91
12.		"	3/60 6/60	589.80 499.28
13.		"	9/60 12/60	450.05 488.56

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
1602A Federal Building - 701 Loyola Avenue
NEW ORLEANS 12, LOUISIANA

T851L

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Deorderia Ocampo	May 25, 1911	437-46-3058

NLRB CASE NAME AND NUMBER

J. H. Rutter-Rex Mfg. Co. Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature X Deorderia Ocampo

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM ~~1/1/54~~ 4/1/54 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	Stevens Board Paper Co. Inc. 13 to So. Peters St. New Or	72-0378288	1/55 1/55	113.81 405.46
2.	Orleans 13, La	"	7/52 7/52	289.31 419.10
3.		"	4/52 1/56	499.50 528.60
4.		~~72-0381966~~	~~4/55~~	~~48.00~~
5.	Stevens Board Paper Co. Inc.	72-0378288	3/57 4/57	445.00 496.00
6.	Peach Candy Corp 827 Carondelet St. New Orleans La	72-1447-0002 0381966	4/55 7/55	48.00 129.01
7.				
8.				
9.	Stevens Board Paper Co. Inc	72-0378288	1/57 3/57	514.23 495.25
10.		"	4/58 7/58	573.87 345.86
11.		"	3/58 1/59	599.57 693.90
12.		"	7/59 9/59	637.00 678.06
13.		"	8/59 9/59	621.51 567.04

NATIONAL LABOR RELATIONS BOARD
REGIONAL OFFICE FOURTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

336

	NAME AND ADDRESS OF EMPLOYER	I.D. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
14.	Stevens Bond Paper Co. Inc. 42-0574-0002	72- 0378288	7/30	485.02 445.37
15.				
16.				
17.				
18.	American Mfg Corp 19-0676-0013	72- 0117970	6/30	60.00
19.	Inc. 105 2 Bonaparte			
20.	St. New Orleans, La.			
21.	HH Rutler Roof Mfg Co. Inc. 04-0850-0011	72- 0298450	6/30	67.92
22.	3725 Dauphine St. New			
23.	Orleans, La.			
24.	Bonnie Frances Fongisek 09-2434-0002	72- 645 1371	7/30	42.00
25.	Company Inc 2105 Gentilly			
26.	Blvd New Orleans			
27.	Calvin D. Seigmann Schram 20-0338-0003	72- 0342506	7/30	102.64
28.	Otis Schram Brothers 607 Camp St. New Orleans, La. 06-2781-0004	"	7/15	51.15
29.				
30.		4747	3.23.61	8.27
31.				
32.				
33.				
34.				

RECEIVED
AUG 8 1961
INTERNAL REVENUE SERVICE
NEW ORLEANS, LA.

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Procter, Mildred	Nov. 25, 1914	435-14-3615

NLRB CASE NAME AND NUMBER
J. H. Rutter-Rex Mfg. Co. Inc. 15-CA-721 and 723
New Orleans, Louisiana

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Mildred Procter

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM January 1, 1955 TO December 31, 1956

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	Textile Co. Inc. 716 Notre Dame St New Orleans La.	72-0381651	3-55 6-55	85.08 none
2.		"	9-55 12-55	290.29 101.91
3.				1038-03-0022
4.	Eclair Key Co. 155 E 44th St New York N.Y.	13-0567400	3-56	262.95
5.				1612-02-0047 est. 0008
6.				
7.	N.O. Window Cleaners Inc. 3000 S Broad St New Orleans 17 La	72-0367677	12-56	182.35
8.				0791-36-0013
9.				
10.	J. H. Rutter Rex Mfg Co. Inc. 3725 Dauphine St New Orleans La.	72-0298950	6-56 9-56	419.46 188.88
11.				0430-13-0015 est. 000)
12.				
13.				

THE REQUESTED INFORMATION IS ENTERED ABOVE.
SOCIAL SECURITY ADMIN. PER 470 2-28-61

REGIONAL OFFICE ADDRESS:
NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Bldg., 2026 St. Charles Ave.
NEW ORLEANS 13, LOUISIANA

6644 [illegible] 5377

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Wilhelmina Ray	10-8-1930	433-42-1128

NLRB CASE NAME AND NUMBER
J. H. Rutter-Rex Mfg. Co., Inc., 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature (Miss) Wilhelmina Ray

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM April 1, 1955 TO Present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.		None	1/55	
2.	Anthony V. Spizale owns A & L. Cleaners & Dyers	720417065	9/55	162.00
3.	4242 Piety St. New Orleans La.	MB I-1434 Pg 0001		
4.	Dna. Harris & Friedrichs 532 Maison Blanche Bldg New Orleans La.	720206640	9/55 12/55	148.00 390.00
5.			3/56 6/56	390.00 390.00
6.			9/56 12/56	390.00 410.00
7.		MOCS 0091 Pg 0001	3/57 9/57	416.00 416.00
8.		None	6/57 12/57	
9.				
10.				
11.				
12.				
13.				

REQUESTED INFORMATION IS ENTERED ABOVE
SOCIAL SECURITY ADMIN. PER J. F. 2/1/58

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowe[illegible] Carondelet Ave.
NEW ORLEANS, LOUISIANA

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Wilhelmina Ray	10-8-30	433-42-1128

NLRB CASE NAME AND NUMBER

Rutter-Rex Mfg. Co. Inc., 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Wilhelmina Ray

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 7/1/57 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.		~~59-043047~~	~~4157~~	~~407.46~~
2.	Ira Harris & Friedrichs 832 Maison Blanche Bldg.	72-020640	~~4157~~ 9157	~~416.00~~ 416.00
3.	New Orleans, La.	"	12157	416.00
4.		"	3158 6158	416.00 416.00
5.		"	9158 12158	416.00 416.00
6.		"	3159 6159	416.00 401.00
7.	59-0087 0001	"	9159	96.00
8.	Hospital Service Assn. of Louisiana, Inc. Baronne at Perdido	72-020748	9159 12159	71.50 517.88
9.	Mail P.O. Box 1600 New Orleans, La.	09-0650 0007	3160	66.75
10.				
11.	Fundamental Life Insurance Co.	371344 0002	72-0535247 6160	100.00
12.	2475 Canal St. New Orleans 19, La.			
13.				

THE REQUESTED INFORMATION IS ENTERED ABOVE.
SOCIAL SECURITY ADMINISTRATION

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION

REGIONAL OFFICE ADDRESS:
830 Lovich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
WILHEMINA RAY	10-8-30	433-42-1128

NLRB CASE NAME AND NUMBER
J. H. Rutter-Rex Mfg. Co. Inc. 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Wilhelmina Ray

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	FUNDAMENTAL LIFE INSURANCE Co. 2475 CANAL ST. NEW ORLEANS 19, LA	72-0535297 34-1344-0002	6/60	100.00
2.	" "	" "	9/60	25.00
3.			12/60	NONE
4.			3/61	NONE
5.			6/9/61	employer's report not received yet
6.			12/61	
7.	THE REQUESTED INFORMATION IS ENTERED HERE SOCIAL SECURITY FORMS [illegible] 1/22/62			
8.				
9.				
10.				
11.				
12.				
13.				

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION

REGIONAL OFFICE ADDRESS: 820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

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716

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
WILHEMINA RAY	10-8-30	433-42-1128

NLRB CASE NAME AND NUMBER
J. H. Rutter-Rex Mfg. Co. Inc. 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Wilhemina Ray

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	FUNDAMENTAL LIFE INSURANCE Co 2475 CANAL ST NEW ORLEANS 19, LA	72-0535297 34-1344-0002	6/60	100.00
2.	"	"	9/60	25.00
3.			12/60	NONE
4.			3/61	NONE
5.			6/9/61	employe
6.			12/61	Reports Emp
7.	THE REQUESTED INFORMATION IS ENTERED [illegible] SOCIAL SECURITY ADMINISTRATION [illegible]			
8.				
9.			6/9/61 thru 3/62	None
10.				
11.				764-1[illegible]
12.				
13.	NATIONAL LABOR RELATIONS BOARD FIFTEENTH REGION			

REGIONAL OFFICE ADDRESS: 820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

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FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Dorothy B. Rubit	11/24/25	438-34-4449

NLRB CASE NAME AND NUMBER
J. H. Rutter-Rex Mfg. Co., Inc., 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Dorothy B. Rubit

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM April 1, 1955 TO Present

RECORD OF EMPLOYMENT AND EARNINGS

NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1. No wages from 4/55 thru 6/56 and 12/56 to present.			
2. J H Rutter Rex Mfg Co Inc.	720242950 [illegible]	7/56	26.56
3. 3735 Baronne St New Orleans La.			
4.	[illegible] INFORMATION IS ENTERED [illegible] SOCIAL SECURITY ADMIN. PER CF 2/15/58		
5.			
6.			
7.			
8.			
9.			
10.			
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12.			
13.			

REGIONAL OFFICE ADDRESS: NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lo[illegible] [illegible] Charles Ave.
[illegible] NEW O[illegible] [illegible] LOUISIANA

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
DOROTHY B. RUBIT	11/24/25	438 34 4449

NLRB CASE NAME AND NUMBER

J. H. Rutter-Rex Mfg. Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Dorothy B. Rubit

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 7/1/57 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.			4/57	NONE
2.	Leg Mar Inc 614 Magazine St	72- 0377957	1/7/57	420.50
3.	New Orleans, La			
4.				
5.	Leg Mar Inc	72- 0377957	1/1/58 3/31/58	128.50 312.25
6.	80-1134-0003 "	"	12/31/57 4/58	8.00 NONE
7.				
8.			1/1/59 4/1/59	NONE
9.	Julian D & Seymour Schram Schram Bros 91-1088-0002 dba	72- 0392506	1/1/59 12/31/59	466.20 40.00
10.	427 Camp St New Orleans, La		1/1/60 THRU 3/31/60	NONE
11.				
12.			4/20/60	28.00
13.	NATIONAL LABOR RELATIONS BOARD FIFTEENTH REGION			

REGIONAL OFFICE ADDRESS: 820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

FORM NLRB-4180
(1-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
DOROTHY B. RUBIT	11/24/25	438 34 4449

NLRB CASE NAME AND NUMBER
J. R. Rutter-Rex Mfg. Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Dorothy B. Rubit

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD .

FROM 1-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.			3/60 Term 3/61	none
2.			6/61 Term 12/61	Employer Report not yet Due
3.	THE REQUESTED INFORMATION IS FURNISHED ABOVE. SOCIAL SECURITY ADMINISTRATION [illegible]			
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				

REGIONAL OFFICE ADDRESS:

[illegible] Room 8010 10-30-61 3

720

Form NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
DOROTHY B. RUBIT	11/24/25	438 34 4449

NLRB CASE NAME AND NUMBER

J. R. Brasher-Sun Mfg. Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Dorothy B Rubit

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 1-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.			3/60 Term 3/61	none
2.			6/61 Term 10/61	Employer Report Not yet due
3.	THE BOARD IS UNABLE TO SUPPLY THE REQUESTED SOCIAL SECURITY INFORMATION ABOVE.			
	Flint Goodridge Hosp of Dillard University 2425 Louisiana Ave New Orleans 15, La	2 044 7220	6/61	309.34
6.	11	11	9/61	595.00
	11	11	14/61	87.50
7.			3/62 6/62	Employer report Not yet due
8.			9/62	
9.				
10.				10-11-62 BM
11.				
12.				
13.				

REGIONAL OFFICE ADDRESS:

Form 8010 10-30-61 3 (6)

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Dorothy Rubit	8-27-19[illegible]	433-46-1076

NLRB CASE NAME AND NUMBER
J. H. Rutter-Rex Mfg. Co., Inc., 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature: Dorothy Rubit

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 1/1/54 TO 1/1/56

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	J. H. Rutter - Rex Mfg. Co Inc. 3725 Dauphine St New Orleans, La. (Louisiana)	72-0298950	1/54 4/54	435.66 67.63
2.	"	"	7/55 12/55	360.61 210.56
3.	" 13-0430-0011 est. 0001	"	3/56	493.79
4.			1/54 THRU 4/55	NONE
5.	THE REQUESTED INFORMATION IS ENTERED ABOVE. SOCIAL SECURITY ADMIN. [illegible] 4-26-61			
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

4,355
R-6483

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
ROSALIE THORNTON	3/29/29	435 34 2272

NLRB CASE NAME AND NUMBER
J.H. RUTTER-REX MFG Co. 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature X Rosalie Thornton

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4/1/55 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	SOC. SEC. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	Standard Thermometer Co. Main Warping Mill	72 VR682.50	6/55	362.48 ~~362.98~~ 19.10 650.
2.	[illegible]	"	9/55	189.77
3.		"	12/55	532.56
4.		"	3/56	360.27
5.		"	6/56	327.13
6.		"	9/56	217.50
7.		"	12/56	562.52
8.		"	3/57	365.50
9.		"	6/57	420.76
10.		"	9/57	157.52
11.		"	12/57	452.13
12.				
13.				

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
~~FIFTEENTH REGION~~
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA 5160-10-4 R-8110

NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
14. Herman Brannon Stevedoring Contractor Memphis Industrial Terminal Memphis 2, Tenn.	72 0268250	3/58	266.50
15. " " " "	"	6/58	88.00
16.		9/58	None
17. Herman Brannon Stevedoring Contractor	"	12/58	82.87
18. Herman Brannon Stevedoring Contractor	"	3/59	16.75
19.			
20. Herman Brannon Stevedoring Contractor Memphis, Tenn.	72 0462185	3/59	4900 14-1042 2002
21. " " " "	"	6/59	164.25
22. Herman Brannon Stevedoring Contractor		9/59	None
23. " "	"	12/59	456.36
24. " "	"	3/60	225.37
25. " "	"	6/60	359.74
26. " "	"	9/60	118.25
27.	"	12/60	64.00
28. " "			
29. " "	"	3/61	174.62
30.		6/61 then 9/61	employer report not yet due
31.	THE REQUESTED INFORMATION IS FURNISHED UNDER SOCIAL SECURITY ADMIN. REG. 1, 403.8		
32.			
33.			
34.			

RECEIVED
MEMPHIS REG.
NASHVILLE, TENN.
JUL 6 9 30 AM '61

FORM NLRB-4180
(7-58)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
HATTIE WALKER	3/23/09	435-40-7249

NLRB CASE NAME AND NUMBER

J. R. Butler-Rex Mfg. Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature X Hattie Walker

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4/1/55 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	Haspel Bros Inc St Bernard Ave near Broad Mail P.O. Box 1600	72- 020780	4/55 6/55	272.17. 344.42.
2.	New Orleans, La. "	"	9/55	321.56
3.	"	"	3/56 4/56	435.16. 464.85.
4.	"	"	1/56 3/56	552.49. 496.71
5.	"	"	3/57 4/57	512.31. 603.43.
6.	65-1305-0025 "	"	8/57	337.10.
7.	11-0451-0009 Kolb Restaurant Inc	72- 046376	7/55 6/58	109.97 NONE
8.	125 St Charles St. New Orleans, La.			
9.				
10.	Louisiana Garment Mfg Co Inc P.O. Box 13116	72- 024585	7/58 7/58	45.50 285.70
11.	New Orleans, La. "	"	7/59 8/59	375.85 419.99
12.	65-1453-0011 "	"	7/59 12/59	362.50 NONE
13.				

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION

REGIONAL OFFICE ADDRESS:
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

4755

R-6483

NAME AND ADDRESS OF EMPLOYER	[illegible] NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
14. Wilbur J. Frank Jr. [illegible] Dr. ET AL 99-0079-0015	72- [illegible]	1/7 1/7	174.73 162.03
15. Keane Red Stick Linen Supply Tidy Diaper Service			
16. 1867 Convention St Baton Rouge 8, La.			
17. Orleans Parish School Board Chief Accountant	69- 072-0014	7/10 7/10	106.12 +97.00
18. 4300 Hiawatha Street New Orleans 22, La	59-6029-0036 "	7/10	130.00
19.			
20. THE REQUESTED INFORMATION IS ENTERED ABOVE SOCIAL SECURITY [illegible] FEE 7-28-71			
21.			
22.			
23.			
24.			
25.			
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27.			
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RECEIVED
MAY 4 8 9 AM '71
NLRB 15TH REG
NEW ORLEANS, LA.

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
HATTIE WALKER	3-23-29	435-40-7249

NLRB CASE NAME AND NUMBER

J. R. Butler-Sun Mfg. Co., Inc. 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature X Hattie Walker

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 7-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	ORLEANS PARISH SCHOOL BOARD CHIEF ACCOUNTANT 4300 HIAWATHA ST NEW ORLEANS 22, LA.	69-0720074 5029-57-0036	9/60 12/60	130.00 224.80
2.			3/61	none
3.			6/61 Quarter 12/61	Employer's report not yet due
4.	THE REQUESTED INFORMATION IS ENTERED ABOVE. SOCIAL SECURITY ADMIN. PER 9242 11/29/61			
5.				
6.				
7.				
8.				
9.				
10.				
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12.				
13.				

REGIONAL OFFICE ADDRESS: NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lavaca Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

7172

FORM NLRB-4180
(7-58)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
HATTIE WALKER	3-23-29	435-40-7249

NLRB CASE NAME AND NUMBER

~~J. R. Ewing Oil Co., Inc.~~ 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature X [illegible]

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 7-1-60 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	ORLEANS PARISH SCHOOL BOARD CHIEF ACCOUNTANT 4300 HIAWATHA ST NEW ORLEANS 22, LA	64-0720074	9/60	130.00
		5029-34-0036	12/60	224.80
2.			3/61	none
3.			6/61 thru 12/61	Employers report not yet due
4.	THE REQUESTED INFORMATION IS ENTERED ABOVE. SOCIAL SECURITY ADMIN. BY [illegible]		3/61 thru 6/61	none
5.		94		
	6197-72 0662	1124553	9/61	57.00
6. Pearl C. Bowman Bowman Nursing Home 1820 Haight St San Francisco 17, Cal.		"	3/62	689.20
7.		"	6/62	760.92
8.	"	"	12/61	512.16
9.			9/61 thru 12/62	employers report not yet due
10.				
11.				
12.				111 - 11/2/62
13.				

REGIONAL OFFICE ADDRESS: NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

T5160 1 4 839 7072 9498

FORM NLRB-4180
(7-55)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Alma Wallace	8/16/1914	435-16-0684

NLRB CASE NAME AND NUMBER

J. R. Butler-Lee Mfg. Co. Inc. 15-CA-721 & 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Alma Wallace

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 10-1-57 TO present

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	ERWIN J. FAUST GODCHAUX BAR 828 CANAL St	720-0504-3226	12/57	133.48
2.	NEW ORLEANS, LA.	16-2127 6199		
3.	LEON GODCHAUX CLOTHING CO LTD 826 CANAL St.	720-0185-426	12/57	190.01
4.	NEW ORLEANS, LA.	72-0698 0031		
5.	PELICAN TOMATO CO INC PLACE 31-33 FRENCH MARKET	720-0179-31-7	3/59	199.51
6.	NEW ORLEANS, LA.	16-6727 0349	6/59	3.16
7.				
8.	SES MAR INC 614 MAGAZINE St.	72-0377787	6/59	273.00
9.	NEW ORLEANS, LA.	"	12/59 9/59	296.50 [illegible]
10.		"	3/60 6/60	509.30 [illegible]
11.		"	9/60 12/60	190.31 [illegible]
12.		16-0[illegible] 0064	3/61	317.11
13.				

NATIONAL LABOR RELATIONS BOARD

REGIONAL OFFICE ADDRESS:

FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

837

F-7911

	NAME AND ADDRESS OF EMPLOYER	E-1 NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
14.			3/60	none
			6/60	"
			9/60	"
15.			none	"
16.				
17.		1	6/61	f.c. negligible
			9/61	yet due
18.			12/61	"
19.				
20.	THE REQUESTED INFORMATION IS ENTERED ABOVE. SOCIAL SECURITY ADMIN. PER [illegible] 11/26/61			
21.				
22.				
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30.				
31.				

RECEIVED
NOV 15 1961
INTERNAL REVENUE
NEWARK, N.J.
DEC 1 1961 PM

FORM NLRB-4180
(7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Alma Wallace	AUG 16, 1914	435-16-0681

NLRB CASE NAME AND NUMBER

~~J. H. Rutter-Rex Mfg. Co., Inc., 15-CA-731 & 733~~

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Alma Wallace

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM 4/1/55 TO PRESENT

RECORD OF EMPLOYMENT AND EARNINGS

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1.	Mercy Hospital Roman Catholic Sisters of Mercy, 301 N. Jefferson Davis Hwy New Orleans, La.	72-0408965	1/1/55	304.09
			4/55	293.86
2.		"	7/55	307.50
3.		"	7/55	317.50
		1573-17 0051	9/55	261.59
4.	Leon Hodenfield Clothing Co. Ltd. 316 Carondelet St. New Orleans, La.	72-0193420	1/1/56	75.32
			7/56	NONE
5.		"	1/1/57	236.65
			7/1/57	261.65
6.		1638-94	4/57	259.98
		" 0031	7/57	180.00
7.	222 Tire Inc. 1616 Magazine St. New Orleans, La.	72-0377457	7/57	44.50
8.		0582-18 0052		
9.				
10.	Irwin J. Hurst Owner Hodenfield Ladies Wear 322 Carondelet St., New Orleans, La.	72-0504326	10/57	123.48
11.		9387-86 0199		
12.				
13.			7/58 THRU 12/58	NONE

REGIONAL OFFICE ADDRESS:

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

T 52 V

	NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
12.	Policeny Donuts Co, Inc. 3133 Florida Market Pl. New Orleans, La.	72- 048 9317	7/59 4/59	199.51. 3.16.
13.				
14.				
15.				
16.	Seg Mar, Inc.	72- 0377957	4/59 12/59	273.00 286.50
17.		4	8/59	449.50
18.		11	3/60 4/60	309.38 452.12
19.				
20.				
21.				
22.			SEE ABOVE	
23.				
24.				
25.				
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29.				

732

1316

FORM NLRB-9188 (7-56)

AUTHORIZATION TO SOCIAL SECURITY ADMINISTRATION TO FURNISH EMPLOYMENT AND EARNINGS INFORMATION

NAME (Print)	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Fannie M. Watford	12-22-925	424-38-3328

NLRB CASE NAME AND NUMBER
J. R. Butler-Sam Mfg. Co., Inc., 15-CA-721 and 723

Division of Accounting Operations
Social Security Administration
Candler Building
Baltimore 2, Maryland

Dear Sirs:

Please list below and forward to the National Labor Relations Board at the address shown on the bottom of this sheet the complete record (by quarters) of my places of employment, the employers' addresses, and my corresponding earnings.

Signature Fannie M. Watford

(DO NOT WRITE BELOW THIS LINE)

TO THE SOCIAL SECURITY ADMINISTRATION FROM NLRB: PLEASE SUPPLY THIS INFORMATION FOR THE PERIOD

FROM April 1, 1955 TO Present

RECORD OF EMPLOYMENT AND EARNINGS

NAME AND ADDRESS OF EMPLOYER	E.I. NUMBER	PERIOD OF EMPLOYMENT	AMOUNTS OF WAGES
1. Me 11 Wages from 6/55 to present			
2.			
3.	SOCIAL SECURITY ADMIN. PER CF	3/15/58 6/55	None
Cisco a Trinchard Imperial Dyg House 4.430 Tulane Ave New Orleans La	72-0375721	THUR 9/52 12/52	362.01
5.	M.B. 18.6720 pg. 9760	3/57	225.00
6.		6/59 THUR	NONE
7.		6/61	
8.		7-61	
9.			
10.			
11.			
12.			
13.			

REGIONAL OFFICE ADDRESS: NATIONAL LABOR RELATIONS BOARD

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

9-27-61

T-2436
9) 6521

GC-8
April 5, 1955
Registered Mail—Air Mail

J. H. Rutter-Rex Manufacturing Company
3725 Dauphine Street
New Orleans, Louisiana

Gentlemen:

The Rutter-Rex members of the Amalgamated Clothing Workers of America, at a meeting held on March 31, 1955, voted to terminate and abandon their strike against the Rutter-Rex Manufacturing Company as of said date. You are, therefore, hereby notified that the said strike is terminated and abandoned.

Please be advised that each of the employees whose names are listed on the attached sheets hereby offers to return to work for your company unconditionally and immediately. Kindly inform us when and where these employees should return to work.

Very truly yours,

PHILIP LAMPERT,
Regional Counsel
Amalgamated Clothing
Workers of America

PL/dd
Attach.

cc: James E. Youngdahl
Richard Brazier
Louisiana Division of Employment Security
Nation Labor Relations Board,
New Orleans, Louisiana

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. GC-8
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

Received, Apr. 6, 1955, National Labor Relations Board,
15th Regional Office, New Orleans 13, La.

X Mary A. Guidry
1715 N. Derbigny Street

X Eliska Martin
2716 Conti Street

X Katie Carr
2533 S. Rocheblave Street

X Indiana Gamble
3612 Dauphine Street

X Gertrude La Rose
1406 St. Philip Street

X Bessie Brown
7303 Palm Street

X Juanita Columbus
4111 Melpomene Street

X Geneva Gabriel
1472 Senate Street, Apt. M.

X Herise Green
3700 Thalia Parkway, Apt. C.

X Ethel Griffin
2226 Clouet Street

X Elizabeth Burns
2217 Dryades Street

O Evelyn Sims
1935 Delachaise Street

X Leonard Lewis
Rt. 5, Box A-75

X Ethel Caston X Coston
3321 Louisa Street

X Bessie Cooper
2908 Audobon Street

X Geraldine Merridith
2521 Forstall Street

X Ruth Brumfield
2540 Forstall Street

X Leonardine Smith
2817 Marigny Street

X Rose Marie Hicks
676 H. Galvez Street

X Hilda Valentine
2335 Pauger Street

X Marian Williams
2323 Washington Avenue

X Virginia Johnson
535 N. Prieur Street

X Ruth Hubbard
2004 Lafitte Street

X Edna Jones
923 St. Ann Street

X Alnetta Kimble
3620 Erato Street, Apt. A.

X Doris Bowles
2427 Louisa Street

X Dorothy Dandridge
4810 N. Tonti Street

X Luella Johnson
3320 N. Tonti Street

X Dora Anderson
2326 Toledano Street

X Alice E. Williams
2007 La Salle Street

X Audrey Zeno
1916 Constantinople Street

X Leonce Breaud
1523 N. Prieur Street

O Lela Caston
3321 Louisa Street

X Clotilde Nicholas
2801 Monticello Street

X Clara Mae Shelton
2521 Forstall Street

X Fannie Watford
2510 Lamanche Street

X Marguerite Bozonier
2314 St. Maurice Street

X Helen Clay
2018 Annette Street

O Margaret Franklin
7726 Benjamin Street

X Norma S. Duckett
1801 Hendee Avenue

X Mary Thomas
3115 Metropolitan Street

X Yvonne Woodfork
2223 London Avenue

X Minnie Mae Fernandez
1717 Flood Street

X Freddie Harris
2112 Delachaise Street

X Adele R. Nash
1917 Delachaise Street

X Elnora Patterson
4032 Eve Street

X Geneva Fountain
2621 S. Rocheblave Street

X Marietta Newman
2530 Freret Street

X Gustavia Haynes
1120 S. Salcedo Street

X Elvera M. Brown
1829 Constantinople

X Elmarie Lanier
5116 Chartres Street

X Lula Mae Washington
1415½ Clara Street

X Gloria Delpit
1721 New Orleans Street

X Marie Lockett
2016 Alabo Street

X Beatrice H. White
2631 S. Johnson Street

X Audry Ann Lewis
2830 Upperline Street

X Marguriete Brown
3051 Clouet Street

X Louise Green
3026 Metropolitan Street

X Zearlee Franklin
1417 S. Galvez Street

O Alma Mae Holmes
3313 S. Liberty Street

X Louise Phillips
1304 St. Anthony Street

X Belle B. Brimmer
5323 N. Claiborne Avenue

X Jesenu A. Thornton
2307 Dryades Street

X Marguerite Head
3142 N. Tonti Street

X Isabelle Eddington
712 N. Rocheblave Street

X Rose Richardson
2621 S. Rocheblave Street

X Iworner Alexander
1125 Treme Street

X Luvenia Thomas
1500 Lamanche Street

X Veoila Gibson (Hamilton)
1234 Alaho Street

X Caledonia Alonzo
616 Lizardi Street

X Mathilda Delpit
1721 New Orleans Street

X Alice H. Evans
3823 Melpomene Street

X Adele Lewis Robertson
3404 Momus Court

X Marion Banks
5312 Constance Street

X Amelia Lesire
Lesene
2749 St. Peter Street

X Dlores Scott
3923 Buchanan Street

X Ruby Lee
3051 Clouet Street

X Idele Brown
2812 General Taylor Street

X Millie Lee Stewart
1918 Second Street

X Clara Cropper
1329 Andry Street

X Millie M. Brooks
1727 St. Ann Street

X Lena Mae Moten
2620 St. Maurice Avenue

O Earline Baker
2518 Philip Street

X Elvera L. Davis
2306 Louisa Street

X Edna Francis
2218 Jackson Avenue

X Elizabeth B. Drake
3201 S. Robertson Parkway

X Evangeline Brown
1231 Elmira Avenue

X Victorie Allen
1542 Gordon Street

X Lucille Coasten
1933 Reynes Street

X Lorraine Lyons
2314 London Street

X Helen Holden
1635 N. Prieur Street

X Jennie Hollingshed
3331 Louisa Street

X Isabella Recasner
1306 Gordon Street

X Jimmie Lou Green
2739 Metropolitan Street

Myrtle Brooks

X Clarinda Aultman
3023 College Street

X Wilhelminia Ray
2831 General Taylor Street

X Ninnie Belle Hughes
3339 Louisa Street

X Roberta Monette
7701 Olive Street

X Gloria Mae Penn
2210 Flood Street

X Eleanora Jackson
2415 St. Philip Street

X Ola Mae Burkhalter
2926 Law Street

X Thelma R. Davis
2306 Louisa Street

X Amanda Bickham
2724 Saratoga Street

X Dorothy B. Rubit
1707 Nunez Street

X Kathleen Lodge
515 Lizardi Street

X Eleanor Margin
2222 Jackson Avenue

X Octavia Smith
1721 Marais Street

X Dorothy Marshall
3322 Abundance Street

X Dorothy Green
1904 Iberville Street

X Edna Le Beaue
2133 Third Street

X Gloria August
1520 N. Derbigny

X Lillie Mae Clements
3011 Law Street

Received, Apr. 6, 1955, National Labor Relations Board, 15th Regional Office, New Orleans 13, La.

GC-9

April 8, 1955

Registered Mail

J. H. Rutter-Rex Manufacturing Company, Inc.
3725 Dauphine Street
New Orleans 17, Louisiana

Gentlemen:

In line with our registered letter of April 5, 1955 informing you that our strike against your company was terminated and abandoned, we wish to submit an additional list of employes, whose names and addresses are listed on the attached sheet, who hereby offer to return to work for your company unconditionally and immediately. Kindly inform us when and where these employees should return to work.

Very truly yours,

PHILIP LAMPERT,
Counsel
Amalgamated Clothing
Workers of America

PL/l

cc: James E. Youngdahl
Richard Brazier
NLRB, N. O., La.

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. GC-9
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

X Geraldine Rollins
2521 Charbonnette Street

X Mary Gant
Box 459, Chalmette, La.

X Helen Williams
2607 Deslonde Street

X Hattie Walker
2621½ La Salle Street

X Doris Lewis
2026 Feliciana Street

X Shirley Courseault
2118 Bartholomew Street

X Lillian Simpson
3509 Thalia Parkway, Apt. C.

X Arthomise Dufauchard
1513 N. Prieur Street

X Orelia Moore
9031 Hickory Street

X Olivia Johnson
4103 Holly Grove Street

X Edna Randall
1510 Flood Street

X Mary Louise Carter
2024 Second Street

X Vera Fulton
1712 Lizardi Street

X Shirley Jones
2429 Montegut Street

O Mary Tate
730 S. Rendon Street

X Gloria Rapp
2735 Peneston Street

X Beatrice Washington
2332 Winthrop Street

X Johnnie Mae Keelen
1915 Tupelo Street

X Victoria Henderson
2805 Cadiz Street

X Nerlie Reeves
Laussat Place

X Willie Lee Marshall
2309 Louisa Street

O Lula S. Collins
2315 Clouet Street

X Pearl Ferguson
1420 S. Galvez Street

X Joyce M. Griffin
1520 N. Derbigny Street

X Ellen Sawyer

Corrections on employee list submitted with registered letter of April 5, 1955:

X Bessie Cooper
2908 Audobon Street

X Amanda Bickham
2724 Saratoga Street

XDolores Scott
3923 Buchanan Street

GC-10

J. H. RUTTER-REX-MANUFACTURING CO.
INCORPORATED
Work Shirts —— *for the Wholesale Trade* —— Work Pants

Main Office Phone VAlley 2484

P.O. Box 3068 Station D
New Orleans

April 11, 1955

Mr. Philip Lampert, Counsel,
Amalgamated Clothing Workers of America,
P. O. Box 1241,
New Orleans 10, Louisiana.

Dear Mr. Lampert:

We acknowledge receipt of your recent letters of April 4th and 8th, advising us that the strike has been officially terminated and that certain persons who participated in the strike are desirous of returning to their former employment with this company.

We suggest that such persons as desire to return to work with us file application with our Personnel Office as soon as possible.

Since we cannot process all applications at one time, we would suggest that you have the applicants come in at the rate of no more than 20 per day.

Very truly yours,

J. H. RUTTER-REX-MFG. CO., INC.
/s/ A. H. Denis
A. H. DENIS

AHD:amk

REGISTERED MAIL.
RETURN RECEIPT REQUESTED.

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. GC-10
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

New York Sales Office 5812 Empire State Bldg.
Phone CHickering 4-2561

GC-11

Received, Apr. 25, 1955, National Labor Relations Board, 15th Regional Office, New Orleans 13, La.

April 22, 1955

Registered Mail

J. H. Rutter-Rex Manufacturing Company, Inc.
3725 Dauphine Street
New Orleans 17, Louisiana

Gentlemen:

In response to your letter of April 11, 1955, we wish to point out that although we have sent your employees, who participated in the strike, to your Personnel Office in groups of 20 per day, as you requested, we consider those employees as having unconditionally applied for employment on the date you received our registered letters along with lists of names attached thereto.

At this time we wish to submit an additional list of employees, whose names and addresses are listed on the attached sheet, who hereby offer to return to work for your company unconditionally and immediately. We will have these individuals report to your Personnel Office as per your instructions of April 11, 1955.

Very truly yours,

PHILIP LAMPERT,
Regional Counsel
Amalgamated Clothing
Workers of America

PL/jhd

cc: James E. Youngdahl
Richard Brazier
NLRB, N. O., La.

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. GC-11
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

X Carrie D. Anderson
2516 South Galvez Street

X Wilhelimina Coleman
3016 Thalia Street

X Catherine Givens
1823½ Foucher Street

O Lula Mae Haughton
2430 Clara Street

X Louise Jackson
3414 Willow

X Vivian McGee
2321½ Delachaise Street

O Elouise Pierre
2611 Dancel Street

X Dorothy Mae Taplin
1307 South Genois Street

O Mildred A. Blackwell
1201 North Prieur Street

X Gloria Dixon
2934 Fauger Street

X Catherine Hall
2037 Second Street

X Ida Haynes
2826 Clouet Street

X Louis Larrieu
1513 Andry Street

X Rose Lee Newton
1513 Andry Street

X Rebecca Seaton
2321½ Delachaise Street

Correction on employee list submitted with registered letter of April 8, 1955:

X Nerlie Reeves
3128 Lausset Place

Received, Apr. 25, 1955, National Labor Relations Board, 15th Regional Office, New Orleans 13, La.

GC-12

Received, May 16, 1955, National Labor Relations Board, 15th Regional Office, New Orleans 13, La.

May 13, 1955

Registered Mail

J. H. Rutter-Rex Manufacturing Company, Inc.
3725 Dauphine Street
New Orleans 17, Louisiana

Gentlemen:

In accord with our registered letters of April 5th, 8th and 22nd, we wish to submit an additional list of employees, whose names and addresses are listed below, who hereby offer to return to work for your company unconditionally and immediately. We will have these individuals report to your personnel office as per your instructions in your letter of April 11, 1955.

O Louise Rose
1828 Pauger Street

X Dorothy Kelly
2522 Second Street

X Shirley Parker
3507 Pauger Street

X Audrey Griffin
5515 North Robertson Street

X Leotha McKinney
1014 St. Claude Street

X Ada Sanders
1717 Benton Street

Very truly yours,

PHILIP LAMPERT,
Regional Counsel
Amalgamated Clothing
Workers of America

PL/l

cc: James E. Youngdahl
Richard Brazier
NLRB, N. O., La.

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. GC-12
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RES. # 6

PARISH OF ORLEANS)
) ss
STATE OF LOUISIANA)

Affidavit

I, Ira Mae Berry having been sworn do state:

* * * *

I have read the above statement of 7 pages & it is true to the best of my knowledge & belief.

/s/ Ira Mae Berry

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-6
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 7

STATE OF LOUISIANA
PARISH OF ORLEANS

Affidavit

I, Dorothy Weathersby, 2806 Alvar St, ph no Wh 73752, being duly sworn under oath depose and say:

* * * *

I have had read to me the above consisting of this page and 5 other pages and swear it is true to the best of my knowledge and belief.

/s/ Mrs. Dorothy Weathersby

Sworn to and subscribed before me this 16th of Jan 1961 at New Orleans La

/s/ Gilbert P. Cohen
Atty. NLRB

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-7
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 10

STATE OF LOUISIANA
PARISH OF ORLEANS

Affidavit

I, Rosalie Thornton, 3927 Duplessis St Apt L, ph no 282 6417 New Orleans, La being duly sworn under oath depose and say:

* * * *

I have read the above consisting of this page and 7 other pages and swear it is true to the best of my knowledge and [bef (Mrs. R. T.)] belief.

/s/ Mrs. Rosalie Thornton

Sworn to and subscribed before me this 12th day of Jan 1961 at New Orleans La.

/s/ Gilbert P. Cohen
Atty NLRB

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-10
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT'S EXHIBIT # 13

I, Edna Francis being duly sworn upon my oath depose and say:

* * * *

I certify that I have read the above statement with care and that it is true and accurate to the best of my knowledge and belief.

/s/ Edna Francis

Subscribed and sworn to before me this 19th day of February 1960 in New Orleans, La.

/s/ John H. Immel, Jr.

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-13
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT'S EXHIBIT # 13

I, Edna Francis being duly sworn upon my oath depose and say:

* * * *

I certify that I have read the above statement with care and that it is true and accurate to the best of my knowledge and belief.

/s/ Edna Francis

Subscribed and sworn to before my this 19th day of February 1960 in New Orleans, La.

/s/ John H. Immel, Jr.

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-13
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT'S EXHIBIT # 18

I, Marguerite Bozonier being duly sworn upon my oath depose and say:

* * * *

I certify that I have read the above statement with care and that it is true and accurate to the best of my knowledge and belief.

/s/ Marguerite Bozonier

Subscribed and sworn to before me this 11th day of March 1960 in New Orleans, La.

/s/ John H. Immel, Jr.

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-18
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 30

I, Adele Robertson being duly sworn upon my oath depose and say:

* * * *

I certify that I have read the above statement with care and that it is true and accurate to the best of my knowledge and belief.

/s/ Adele Lewis Robertson

Subscribed and sworn to before me this 21st day of March 1960 in New Orleans, La.

/s/ John H. Immel, Jr.

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-30
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 38

STATE OF LOUISIANA
PARISH OF ORLEANS

Affidavit

I, Anna L. Parker, 8815 Fig St, HU 88356, New Orleans, La, being duly sworn under oath depose and say:

* * * *

I have read the above consisting of this page and 9 other pages and swear it is true to the best of my knowledge and belief.

/s/ Anna Parker

Sworn to and subscribed before me this 17th day of January 1961 at New Orleans, La.

/s/ Gilbert P. Cohen,
Atty NLRB

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-38
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 48

I, Marie Lockett being duly sworn upon my oath depose and say:

* * * *

/s/ Mrs. Marie G. Lockett

Subscribed and sworn to before me this 12th day of February 1960 in New Orleans, La.

/s/ John H. Immel, Jr.

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-48
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 50

STATE OF LOUISIANA
PARISH OF ORLEANS

Affidavit

I, Doris Earline Bowles, 2335½ Louisa St, WH 38228, New Orleans, La, being duly sworn under oath depose and say:

* * * *

I have had read to me the above consisting of this page and 7 other pages and swear it is true to the best of my knowledge and belief.

/s/ Doris E. Bowles

Sworn to and subscribed before me this 2nd day of Feb 1961 at New Orleans, La.

/s/ Gilbert P. Cohen,
Atty NLRB

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-50
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 51

Rejected File

STATE OF LOUISIANA
PARISH OF ORLEANS

Affidavit

I, Mary Lee Taylor, 1239 S. Saratoga N. O. (I can be contacted at JA 22497), being duly sworn under oath depose and say:

* * * *

I have had read to me this statement consisting of this page and 5 other pages and swear it is true to the best of my knowledge and belief.

/s/ Mary Lee Taylor

Sworn to and subscribed before me this 17th day of January 1961 at New Orleans, La.

/s/ Gilbert P. Cohen
Atty NLRB

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-51
Disposition—Rejected
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

R # 52

PARISH OF ORLEANS)
) ss
STATE OF LOUISIANA)

Affidavit

I, Minnie Mae Fernandez having been sworn do state:

* * * *

I have read the above statement of 9 pages & it is true to the best of my knowledge & belief.

/s/ Minnie Mae Fernandez

Subscribed & sworn to before me this 6th day of Feb 1961 at 11:35 p.m. in the NLRB office.

/s/ Loren P. Jones
NLRB

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-52
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

FORM NLRB-916 (9-50)

Form Approved
Budget Bureau No. 64-R008.2

NATIONAL LABOR RELATIONS BOARD

STATEMENT OF CLAIMANT FOR PURPOSES OF BACK PAY

NOTICE - READ CAREFULLY

WARNING - THE ATTENTION OF PERSONS FILING THIS FORM WITH THE BOARD IS DIRECTED TO U. S. CODE, TITLE 18, SEC. 1001 (FORMERLY SEC. 80), WHICH PROVIDES THAT ANY PERSON WILLFULLY MAKING OR CAUSING TO BE MADE ANY FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS IN ANY MANNER WITHIN THE JURISDICTION OF THE BOARD SHALL BE FINED NOT MORE THAN $10,000 OR IMPRISONED NOT MORE THAN 5 YEARS, OR BOTH.

INSTRUCTIONS: All items on this statement must be answered. Where item does not apply in your case, mark "Does not apply." Use typewriter or print answers in ink. If more space is needed; attach an additional sheet. BE SURE TO SIGN AND DATE THIS STATEMENT AT BOTTOM OF PAGE 4.

NOT TO BE FILLED IN BY CLAIMANT

CASE NO.

RESPONDENT

BACK PAY PERIOD

FROM | TO

1. NAME OF CLAIMANT (MR., MRS. or MISS)
Wilhelmina Ray

2. DATE OF BIRTH
10-8-1930

3. SOCIAL SECURITY NO.
423-42-1128

4. MAIDEN NAME, IF MARRIED

5. OTHER NAMES USED, IF ANY

6. ADDRESS (Street and No., City, Zone and State. Notify regional office of NLRB of new address if you move)
2831 General Taylor St. New Orleans 15, La.

7. TELEPHONE NO.
TW-5-7661

8. LIST BELOW FRIENDS OR RELATIVES WHO WILL KNOW WHERE YOU ARE IN CASE YOU MOVE

NAME	ADDRESS	TELEPHONE NUMBER
Mr John Ray Jr.	1403½ Milton St.	Fr. 5098
Mrs Dean is Johnson	2835 Gen Taylor St	TW-5-6[illegible]
Mrs Susie Ray	2831 Gen Taylor St.	TW-5-7661

9. SUPPLY THE FOLLOWING INFORMATION REGARDING YOUR EMPLOYMENT AT
J. H. Ruttle Mfg. Co.
(Name of Company)

A. NAME OF DEPARTMENT YOU WERE IN AT TIME OF DISCRIMINATION
Sewing

B. KIND OF JOB YOU HAD AT TIME OF DISCRIMINATION
Sewing Machine Operator

C. DATE YOU STARTED WORKING FOR THIS COMPANY
Nov. 1953

10. LIST BELOW ALL PERIODS OF ILLNESS, INCLUDING PREGNANCY; ON VACATION; IN MILITARY SERVICE; IN JAIL OR ASYLUM; OR ON STRIKE, DURING THE BACK PAY PERIOD SHOWN ABOVE.

DATES FROM	DATES TO	REASON (Illness, vacation, on strike, etc.)	WERE YOU PAID DURING THIS PERIOD ("Yes" or "No")	HOW MUCH WERE YOU PAID?
4/21/54	4/5/55	On Strike	No	

9. EMPLOYMENT HISTORY

(1) Give a complete record of your employment, and earnings, including earnings from your own business, during the back pay p
own business, state "own business." (Attach W-2 forms, Withholding Statement, received from employers during the back pa

(2) If you were unemployed during the back pay period, write "unemployed," put in the dates of the unemployment period or per
companies where you looked for work.

(3) ACCOUNT FOR ALL PERIODS OF TIME DURING THE BACK PAY PERIOD.

PERIOD COVERED		EMPLOYER'S NAME	EMPLOYER'S ADDRESS
DATE UN	DATE ENDED		
4/ /55	8/ /55	A + L Cleaners	4242 Piety
8/ /55		Mrs Harris + Fredericks	832 Maison Blanche
56		Mrs Harris + Fredericks	832 Maison Blanche
57	still working	Mrs Harris + Fredrick	832 Maison Blanche

RESPONDENT'S EXHIBIT No. 66-A

DO NOT WRITE IN THIS SPACE

on page 1. If you show earnings from your They will be returned.)

ript after these dates show the names of the

KIND OF JOB	TOTAL EARNINGS	REASON FOR LEAVING (Quit, Fired, or Laid off)
[illegible]	162.00	quit
[illegible]	588.00	
"	1,580.00	
	1,664.00	still working

10. REGISTRATION FOR UNEMPLOYMENT BENEFITS AND RELIEF

GIVE ALL DATES WHEN YOU VISITED A GOVERNMENT AGENCY TO:

(1) Look for a job
(2) Register for unemployment checks
(3) Register for relief

DATE REGISTERED	NAME OF GOVERNMENT AGENCY	CITY AND STATE

11. LIST YOUR EXPENSES DURING BACK PAY PERIOD (You may be entitled to expenses you had in seeking work and working elsewhere which you would not have had had you not been discriminated against. List below such expenses for travel, room, board, and laundry when away from home; moving family and personal property; employment agency fees; and other expenses while looking for work and working elsewhere. Give as much detail as possible, including forms paid for travel, mileage costs, etc.)

KIND OF EXPENSE	PERIOD COVERED		PLACE EXPENSE WAS INCURRED	AMOUNT OF EXPENSE
	FROM	TO		

12. DECLARATION

KNOWING THAT ANYONE WHO WILFULLY MAKES A FALSE STATEMENT OR REPRESENTATION IN ANY MATTER WITHIN THE JURISDICTION OF ANY AGENCY OF THE UNITED STATES IS COMMITTING A CRIME PUNISHABLE UNDER FEDERAL LAW, I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

2/19/38
Date

Miss Wilhelmina Ray
Signature of claimant

DO NOT WRITE BELOW THIS LINE

GPO 83-2607

RESPONDENT # 66-B

STATE OF LOUISIANA
PARISH OF ORLEANS

Affidavit

I, Wilhelmina Ray, 3916 Odin ST 288 6007, New Orleans, La, being duly sworn under oath depose and say:

* * * *

I have had read to me the above consisting of this page and 5 other pages and swear it is true to the best of my knowledge and belief.

/s/ (Miss) Wilhelmina Ray

Sworn to and subscribed before me this 8th day of Feb 1961 at New Orleans, La.

/s/ Gilbert P. Cohen,
Atty, NLRB

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-66-B
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 73

STATE OF LOUISIANA
PARISH OF ORLEANS

Affidavit

I, Maybelle Johnson, 213 Bengal Road, Kenner, Louisiana, New Orleans 23, Louisiana, (I can be contacted at 729-0306) being duly sworn under oath depose and say:

* * * *

I have had read to me this statement consisting of this page and 11 other pages and swear it is true to the best of my knowledge and belief.

/s/ X

Sworn to and marked before me this 16th day of January 1961 at New Orleans, La.

/s/ Gilbert P. Cohen,
Atty, NLRB

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-73
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 74

STATE OF LOUISIANA
PARISH OF ORLEANS

Affidavit

I, Bessie Lee, 2436 Robert St, TW 52714, New Orleans, La being duly sworn under oath depose and say:

* * * *

I have had read to me the above consisting of this page and 5 other pages and swear it is true to the best of my knowledge and belief.

/s/ Bessie Lee

Sworn to and subscribed before me this 30th day of Jan 1961 at New Orleans La.

/s/ Gilbert P. Cohen,
Atty, NLRB

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-74
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

FORM NLRB-916
10-501

NATIONAL LABOR RELATIONS BOARD

Form Approved
Budget Bureau No. 64-R008.3

STATEMENT OF CLAIMANT FOR PURPOSES OF BACK PAY

NOTICE - READ CAREFULLY

WARNING - THE ATTENTION OF PERSONS FILING THIS FORM WITH THE BOARD IS DIRECTED TO U. S. CODE, TITLE 18, SEC. 1001 (FORMERLY SEC. 80), WHICH PROVIDES THAT ANY PERSON WILLFULLY MAKING OR CAUSING TO BE MADE ANY FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS IN ANY MANNER WITHIN THE JURISDICTION OF THE BOARD SHALL BE FINED NOT MORE THAN $10,000 OR IMPRISONED NOT MORE THAN 5 YEARS, OR BOTH.

INSTRUCTIONS: All items on this statement must be answered. Where item does not apply in your case, mark "Does not apply." Use typewriter or print answers in ink. If more space is needed, attach an additional sheet. BE SURE TO SIGN AND DATE THIS STATEMENT AT BOTTOM OF PAGE 4.

NOT TO BE FILLED IN BY CLAIMANT

CASE NO.

RESPONDENT

BACK PAY PERIOD

FROM | TO

1. NAME OF CLAIMANT (MR., MRS./or MISS)
Bessie Lee

2. DATE OF BIRTH
2/25/26

3. SOCIAL SECURITY NO.
439-30-4884

4. MAIDEN NAME, IF MARRIED
Bessie Cooper

5. OTHER NAMES USED, IF ANY

6. ADDRESS (Street and No., City, Zone and State. Notify regional office of NLRB of new address if you move)
3436 Colette St.

7. TELEPHONE NO.
TA 5-2714

8. LIST BELOW FRIENDS OR RELATIVES WHO WILL KNOW WHERE YOU ARE IN CASE YOU MOVE

NAME	ADDRESS	TELEPHONE NUMBER
Juanita Lee	9322 Apricot	
Helen Williams	1212 N. Claiborne	
Frances Cooper	1531 Claret	

9. SUPPLY THE FOLLOWING INFORMATION REGARDING YOUR EMPLOYMENT AT
J. H. Cotton Mfg. Co.
(Name of Company)

A. NAME OF DEPARTMENT YOU WERE IN AT TIME OF DISCRIMINATION
Loom

B. KIND OF JOB YOU HAD AT TIME OF DISCRIMINATION
~~set~~ weft winder

C. DATE YOU STARTED WORKING FOR THIS COMPANY
Summer 1942

10. LIST BELOW ALL PERIODS OF ILLNESS, INCLUDING PREGNANCY, OR VACATION; IN MILITARY SERVICE; IN JAIL OR ASYLUM; OR ON STRIKE, DURING THE BACK PAY PERIOD SHOWN ABOVE.

DATES FROM	DATES TO	REASON (Illness, vacation, on strike, etc.)	WERE YOU PAID DURING THIS PERIOD ("Yes" or "No")	HOW MUCH WERE YOU PAID?
4/21/54	5/5/55	On Strike	No.	

9. EMPLOYMENT HISTORY

(1) Give a complete record of your employment, and earnings, including earnings from your own business, during the back pay p
own business, state "own business." (Attach W-2 forms, Withholding Statement, received from employers during the back pa

(2) If you were unemployed during the back pay period, write "unemployed," put in the dates of the unemployment period or pe
companies where you looked for work.

(3) ACCOUNT FOR ALL PERIODS OF TIME DURING THE BACK PAY PERIOD.

PERIOD COVERED		EMPLOYER'S NAME	EMPLOYER'S ADDRESS
DATE BEGUN	DATE ENDED		
9/ /55	still working	Mrs Lucinda Jones	2710 S. Gaston
9/ /55	still working	Mrs Helen Mullins	1210 N. Clarkson
4/ /55	unemployed	J. H. Bonck	1100 S. Jefferson
	unemployed	Southern Dairies	301 Schumpert
	unemployed	B Bennett	123 Magazine
	unemployed	Applied at unemployment office	Camp St.
	unemployed	Harry Hyman	803 Baronne St
	unemployed	Mercy Hospital	301 N Jefferson
	unemployed	City Clinics	Clairborne
	unemployed	Mason Blanche	Canal St.
	unemployed	Woolworths	Canal & Carondelet
	unemployed	Maternity + Infirmary Inc	3037 S Carrollton
	unemployed	Solomon Silverman	3031 S Carrollton
	unemployed	Cohen's Men Shop	714 N. Clairborne
	unemployed	Morgan's & Lindsay Shop	2300 St. Louis
	unemployed	Marks Isaacs	Canal St.
	unemployed	Foundation Hospital	1516 Jeff.
9/ /55	unemployed	Charity Hospital	1532 Tulane
9/ /55	unemployed	Christ Gerbridge	2425 La. Ave

RESPONDENT'S EXHIBIT No. 75

DO NOT WRITE IN THIS SPACE

shown on page 1. If you show earnings from your ...ist. They will be returned.)

...and right after these dates show the names of the

KIND OF JOB	TOTAL EARNINGS	REASON FOR LEAVING (Quit, Fired, or Laid off)
(mail)	2 days pay	
home work	3.00 a day	
(mail)	3 days pay	
home work	9.00 a day	
no work		
no work		
no work		
no work		
no work		
no work		
no work		
no work		
no work		
no work		
no work		
no work		
no work		
no work		
no work		
no work		

10. REGISTRATION FOR UNEMPLOYMENT BENEFITS AND RELIEF

GIVE ALL DATES WHEN YOU VISITED A GOVERNMENT AGENCY TO:

(1) Look for a job

(2) Register for unemployment checks

(3) Register for relief

DATE REGISTERED	NAME OF GOVERNMENT AGENCY	CITY AND STATE

11. LIST YOUR EXPENSES DURING BACK PAY PERIOD (You may be entitled to expenses you had in seeking work and working elsewhere which you would not have had had you not been discriminated against. List below such expenses for travel, lost, board, and laundry when away from home; moving family and personal property; employment agency fees; and other expenses while looking for work and working elsewhere. Give as much detail as possible, including forms paid for travel, mileage costs, etc.)

KIND OF EXPENSE	PERIOD COVERED FROM	PERIOD COVERED TO	PLACE EXPENSE WAS INCURRED	AMOUNT OF EXPENSE
(1 pr. Shoes	4/ /55	9/ /55	Looking for work	$1.38
Uniforms (4) (for maid work)				28.00
White shoes (2 pr.)				20.00

RECEIVED FEB 14 1958 New Orleans, La.

12. DECLARATION

KNOWING THAT ANYONE WHO WILFULLY MAKES A FALSE STATEMENT OR REPRESENTATION IN ANY MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES IS COMMITTING A CRIME PUNISHABLE UNDER FEDERAL LAW, I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

2/11/58
Date

Bessie Cooper Lee
Signature of claimant

DO NOT WRITE BELOW THIS LINE

GPO 83-24035

Form NLRB-916
(9-50)

Form Approved
Budget Bureau No. 64-R008.2

NATIONAL LABOR RELATIONS BOARD

STATEMENT OF CLAIMANT FOR PURPOSES OF BACK PAY

NOTICE - READ CAREFULLY

WARNING - THE ATTENTION OF PERSONS FILING THIS FORM WITH THE BOARD IS DIRECTED TO U. S. CODE, TITLE 18, SEC. 1001 (FORMERLY SEC. 80), WHICH PROVIDES THAT ANY PERSON WILLFULLY MAKING OR CAUSING TO BE MADE ANY FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS IN ANY MANNER WITHIN THE JURISDICTION OF THE BOARD SHALL BE FINED NOT MORE THAN $10,000 OR IMPRISONED NOT MORE THAN 5 YEARS, OR BOTH.

INSTRUCTIONS: All items on this statement must be answered. Where item does not apply in your case, mark "Does not apply." Use typewriter or print answers in ink. If more space is needed, attach an additional sheet. BE SURE TO SIGN AND DATE THIS STATEMENT AT BOTTOM OF PAGE 4.

NOT TO BE FILLED IN BY CLAIMANT	
CASE NO.	
RESPONDENT	
BACK PAY PERIOD	
FROM	TO

1. NAME OF CLAIMANT (MR., MRS. or MISS)
Fannie Mae Walthall

2. DATE OF BIRTH
1-27-25

3. SOCIAL SECURITY NO.
424-38-3375

4. MAIDEN NAME, IF MARRIED
Fannie Mae Scott

5. OTHER NAMES USED, IF ANY

6. ADDRESS (Street and No., City, Zone and State. Notify regional office of NLRB of new address if you move)
1429 Lindsay Ave

7. TELEPHONE NO.
WA 7-5931

8. LIST BELOW FRIENDS OR RELATIVES WHO WILL KNOW WHERE YOU ARE IN CASE YOU MOVE

NAME	ADDRESS	TELEPHONE NUMBER
Ruth Brumfield	254 Forest	WA-9-3630
Viola Slack	2510 Fremont	WA-3-7723
Millie Overton	1805 Lindsay Ave	WA-5-3325

9. SUPPLY THE FOLLOWING INFORMATION REGARDING YOUR EMPLOYMENT AT
J. H. Cotton Mfg Co
(Name of Company)

A. NAME OF DEPARTMENT YOU WERE IN AT TIME OF DISCRIMINATION
Duck

B. KIND OF JOB YOU HAD AT TIME OF DISCRIMINATION
Top stitch operator

C. DATE YOU STARTED WORKING FOR THIS COMPANY
Jan. 1954

10. LIST BELOW ALL PERIODS OF ILLNESS, INCLUDING PREGNANCY, ON VACATION; IN MILITARY SERVICE; IN JAIL OR ASYLUM; OR ON STRIKE, DURING THE BACK PAY PERIOD SHOWN ABOVE.

DATES FROM	DATES TO	REASON (Illness, vacation, on strike, etc.)	WERE YOU PAID DURING THIS PERIOD ("Yes" or "No")	HOW MUCH WERE YOU PAID?
4/21/54	4/5/55	On Strike	No.	
10/55	2/16/56	Illness	No	

9. EMPLOYMENT HISTORY

(1) Give a complete record of your employment, and earnings, including earnings from your own business, during the back pay period. If you were self-employed in your own business, state "own business." (Attach W-2 forms, Withholding Statement, received from employers during the back pay period.)

(2) If you were unemployed during the back pay period, write "unemployed," put in the dates of the unemployment periods and list companies where you looked for work.

(3) ACCOUNT FOR ALL PERIODS OF TIME DURING THE BACK PAY PERIOD.

PERIOD COVERED		EMPLOYER'S NAME	EMPLOYER'S ADDRESS
DATE BEGUN	DATE ENDED		
4/ /55	10/ /55	Mrs Cavallin	18 Linden Ravenswood
8/ /56	unemployed	J. H. Cattle	3725 Dunphin
8/1/56	unemployed	427 Osborn	427 Osborn
9/ /56	unemployed	Hamann Sterling	950 Broadway
9/1/56	unemployed	J. Bennett	123 Monroe
9/1/56	unemployed	R. F. Davis	3600 Royal
10/1/56	unemployed	Hotel Inn	2527 St.
10/ /56	2/ /57	Dayton Chop House	4035 Indiana
11/ /57	2/ /57	" " "	4035 Indiana

RESPONDENT'S EXHIBIT No. 80

DO NOT WRITE IN THIS SPACE

n page 1. If you show earnings from your ay will be returned.)

pt after these dates show the names of the

ND OF JOB	TOTAL EARNINGS	REASON FOR LEAVING (Quit, Fired, or Laid off)
[illegible]	2 d. p. week 4.00 a day	Quit pregnant
[illegible]		
[illegible]		
[illegible]		
"		
"		
"		
[illegible]	1956 367.01	Quit
[illegible]	1957 225.00	pregnant

10. REGISTRATION FOR UNEMPLOYMENT BENEFITS AND RELIEF

GIVE ALL DATES WHEN YOU VISITED A GOVERNMENT AGENCY TO:

(1) Look for a job
(2) Register for unemployment checks
(3) Register for relief

DATE REGISTERED	NAME OF GOVERNMENT AGENCY	CITY AND STATE
2-16-55	L.S.E.S	N.O.La
2-16-55	Look for work	
2-25-55	register for check	
2-25-55	Look for work	
3-4-	register for check	
3-4-	Look for work	
3-11-	register for check	
3-11-	Look for work	
3-18-	register for check	
3-25	register for check	
4-1	PR	
4-8	register for check	
4-22	Look for work	
4-22	Reg	
5-20	register for check	
5-6	" " "	
5-13	" " "	
5-20	" " "	

11. LIST YOUR EXPENSES DURING BACK PAY PERIOD (You may be entitled to expenses you had in seeking work and working elsewhere which you would not have had had you not been discriminated against. List below such expenses for travel, room, board, and laundry when away from home; moving family and personal property; employment agency fees; and other expenses while looking for work and working elsewhere. Give as much detail as possible, including forms paid for travel, mileage [illegible], etc.)

KIND OF EXPENSE	PERIOD COVERED FROM	PERIOD COVERED TO	PLACE EXPENSE WAS INCURRED	AMOUNT OF EXPENSE
[illegible]	4/15	9/156	[illegible]	.74

12. DECLARATION

KNOWING THAT ANYONE WHO WILFULLY MAKES A FALSE STATEMENT OR REPRESENTATION IN ANY MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES IS COMMITTING A CRIME PUNISHABLE UNDER FEDERAL LAW, I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

Feb. 3 1958
Date

Jannie Mae Whitford
Signature of claimant

DO NOT WRITE BELOW THIS LINE

GPO 83-26035

RESPONDENT # 81

NATIONAL LABOR RELATIONS BOARD
Fifteenth Region
820 Lowich Building
2026 St. Charles Avenue
New Orleans 13, Louisiana

February 3, 1961

Yvonne Parnell
4220 Holly Grove
New Orleans, La.

Re: *J. H. Rutter-Rex Mfg. Co. Inc.*
Cases Nos. 15-CA-721 and 723

This Agency, which is an agency of the Federal Government, is presently trying to determine if the J. H. Rutter-Rex Mfg. Co. Inc. has complied with an Order of the National Labor Relations Board and a Decree of the U. S. Circuit Court of Appeals. These decisions provide, among other things, that under certain conditions a person may be entitled to job reinstatement and/or back pay. In order to determine whether the Company has complied, we must have your cooperation.

As you no doubt know, there was a strike at the Company starting on or about April 21, 1954, and ending on or about March 31, 1955.

The information we have indicates that you were employed by the Company before the strike began and that you have not applied for work at the Company or otherwise attempted to go back to work for the Company since the strike began.

If the above information is correct, will you please sign your name and place your address and phone number in the spaces provided below and return this letter to us.

If the above information is not correct, and if you live in the New Orleans, Louisiana, area, please contact Gilbert P. Cohen, Attorney at 529-2411, Extension 6417, or Loren P. Jones, Acting Compliance Officer, at 529-2411, Extension 6391, between the hours of 8:15 A.M. and 4:45

P.M., Monday through Friday, so that we may arrange to get the correct information.

If the above information is not correct, and if you do not live in the New Orleans, Louisiana, area, please write the correct information on the back of this letter, along with your name, present address, and phone number, and return this letter to us.

A self-addressed envelope, which requires no postage, is enclosed for your use.

Your cooperation will be sincerely appreciated.

Yours very truly,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

The above information is correct.

(Signed) Mrs. Yvonne Parnell
Address .....
Phone No. 899-8644

Received NLRB, 15th Reg., New Orleans, La.
Feb. 8, 8:22 A.M. '61 mb

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-81
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 84

(Rejected but Filed)

STATE OF LOUISIANA
PARISH OF ORLEANS

Affidavit

I, Dorothy Kearney Reed, 1939 Lamanche St, ph no WL 59067 New Orleans, La., being duly sworn under oath depose and say:

* * * *

I have had read to me the above consisting of this page and 7 other pages and swear it is true to the best of my knowledge and belief.

/s/ Mrs. Dorothy Kearney Reed

Sworn & subscribed before me this 19th day of Jan. 1961 at New Orleans, La.

/s/ Gilbert P. Cohen,
Atty, NLRB

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-84
Disposition—Rejected
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 86

Received NLRB, 15th Reg., New Orleans, La.
Mar. 16, 8:46 A.M. '61

FIRST REMINDER

NATIONAL LABOR RELATIONS BOARD
Fifteenth Region
820 Lowich Building
2026 St. Charles Avenue
New Orleans 13, Louisiana

March 6, 1961

Miss Estella Cornish
4035 St. Ferdinand Street
New Orleans, Louisiana

Re: *J. H. Rutter-Rex Mfg. Co. Inc.*
Cases Nos. 15-CA-721 and 723

This Agency, which is an agency of the federal government, is presently trying to determine if J. H. Rutter-Rex Manufacturing Company, Inc., has complied with an order of the National Labor Relations Board and a Decree of the United States Circuit Court of Appeals. These decisions provide, among other things, that under certain conditions a person may be entitled to job reinstatement and/or back pay. In order to determine whether the Company has complied, we must have your cooperation.

We wish to get certain information from you including your work and/or your attempts to get work at the J. H. Rutter-Rex Manufacturing Company, Inc., since the strike at that Company which started on or about April 21, 1954, and ended on or about March 31, 1955.

Please contact Gilbert P. Cohen, Attorney, at 529-2411, Extension 6417, or Loren P. Jones, Acting Compliance Officer, at 529-2411, Extension 6391, between the hours of 8:15 a.m. and 4:45 p.m., Monday through Friday, so that we can arrange to get the information from you.

If you are living out of town or are unable to contact us by phone, please write below your correct name, ad-

dress, and phone number. (If you live in or near New Orleans, Louisiana, place below what days or evenings you are available to see us.) Then, return this letter to us. A self-addressed envelope, which requires no postage, is enclosed for your use.

Disregard this letter if we have recently interviewed you, or if the arrangement for the interview has already been made.

Your cooperation will be sincerely appreciated.

Very truly yours,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

Name (Mrs.) Estelle Cornish Davis
Address 2668 Pressburg Street, N. O. La.
Phone No. 282-5518

(If you have no phone, give a phone number of someone through whom you can be contacted.)
When available for interview .....

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-86
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 94

Rejected

I, Vera Fulton being duly sworn upon my oath depose and say:

* * * *

I certify that I have read the above statement with care and that it is true and accurate to the best of my knowledge and belief.

/s/ Mrs. Vera Fulton

Subscribed and sworn before me this 15th day of February 1960 in New Orleans, La.

/s/ John H. Immel, Jr.

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-94
Disposition—Rejected
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT'S EXHIBIT No. 95

NLRB-938
(9-59)

Form Approved
Budget Bureau No. 64-R068.2

NATIONAL LABOR RELATIONS BOARD

STATEMENT OF CLAIMANT FOR PURPOSES OF BACK PAY

NOTICE - READ CAREFULLY

NING - THE ATTENTION OF PERSONS FILING THIS FORM WITH THE BOARD IS DIRECTED TO S CODE, TITLE 18, SEC. 1001 (FORMERLY SEC. 80), WHICH PROVIDES THAT ANY SON WILLFULLY MAKING OR CAUSING TO BE MADE ANY FALSE OR FRAUDULENT STATEMENTS REPRESENTATIONS IN ANY MANNER WITHIN THE JURISDICTION OF THE BOARD SHALL BE ED NOT MORE THAN $10,000 OR IMPRISONED NOT MORE THAN 5 YEARS, OR BOTH.

NOT TO BE FILLED IN BY CLAIMANT

CASE NO.

RESPONDENT

BACK PAY PERIOD

FROM | TO

STRUCTIONS: All items on this statement must be answered. Where item does not ply in your case, mark "Does not apply." Use typewriter or print answers in . If more space is needed, attach an additional sheet. **BE SURE TO SIGN D DATE THIS STATEMENT AT BOTTOM OF PAGE 4.**

1. NAME OF CLAIMANT (MR., MRS. or MISS)
Vera Fulton

2. DATE OF BIRTH
Feb 5 1924

3. SOCIAL SECURITY NO.
438-28-9334

MAIDEN NAME, IF MARRIED
Vera Freyel

4. OTHER NAMES USED, IF ANY

ADDRESS (Street and No., City, Zone and State. Notify regional office of NLRB of new address if you move)
1712 Lizardi St.

5. TELEPHONE NO.
Nt 3,5735

. LIST BELOW FRIENDS OR RELATIVES WHO WILL KNOW WHERE YOU ARE IN CASE YOU MOVE

NAME	ADDRESS	TELEPHONE NUMBER
Elizabeth Freyel	1712 Lizardi	Nt 3,5735
Annabelle Freyel	1739 Lizardi	
Ethel Harris	1714 Lizardi	

. SUPPLY THE FOLLOWING INFORMATION REGARDING YOUR EMPLOYMENT AT
J. H. Kuttler Inc.
(Name of Company)

. NAME OF DEPARTMENT YOU WERE IN AT TIME OF DISCRIMINATION
Pants

C. DATE YOU STARTED WORKING FOR THIS COMPANY
1944

. KIND OF JOB YOU HAD AT TIME OF DISCRIMINATION
Tape Cutter

. LIST BELOW ALL PERIODS OF ILLNESS, (INCLUDING PREGNANCY) OR VACATION; IN MILITARY SERVICE; IN JAIL OR ASYLUM; OR ON STRIKE, DURING THE BACK PAY PERIOD SHOWN ABOVE.

DATES FROM	DATES TO	REASON (Illness, vacation, on strike, etc.)	WERE YOU PAID DURING THIS PERIOD ("Yes" or "No")	HOW MUCH WERE YOU PAID?
4/21/54	4/5/55	On Strike	no	
6/13/55	9/5/55	On Vacation		
6/18/56	9/4/56	On Vacation		
6/17/57	9/16/57	On Vacation		

9. EMPLOYMENT HISTORY

(1) Give a complete record of your employment, and earnings, including earnings from your own business, during the ba
own business, state "own business." (Attach W-2 forms, Withholding Statement, received from employers during the

(2) If you were unemployed during the back pay period, write "unemployed," put in the dates of the unemployment perio
companies where you looked for work.

(3) ACCOUNT FOR ALL PERIODS OF TIME DURING THE BACK PAY PERIOD.

PERIOD COVERED		EMPLOYER'S NAME	EMPLOYER'S ADDRESS
DATE BEGUN	DATE ENDED		
4/1/55	Still working	Orleans Parish School Board	4300 Bienville
1/1/56	"	" " "	" "
1/1/57	"	" " "	" "
6/23/55	unemployed	Charity Hospital	Tulane
6/27/55	unemployed	La Garment	2001 St. Bern
7/14/55	unemployed	J. H. Benedi	1100 S. Jeff Dav
7/26/55	unemployed	Imperial Hotel	Canal
8/24/55	unemployed	Orleans Parish School Board (Substitute)	703 Carondel
6/13/56	unemployed	Excel Mfg. Co.	611 Barrone St
6/26/56	unemployed	Mercy Hospital	301 Jeff Dav. Blvd
7/9/56	unemployed	Hospital Linen	2527 St. Ber
7/24/56	unemployed	Famous Stinker	950 Poydras

DO NOT WRITE IN THIS SPACE

shown on page 1. If you show earnings from your
ou. They will be returned.)

and right after these dates show the names of the

KIND OF JOB	TOTAL EARNINGS	REASON FOR LEAVING (Quit, Fired, or Laid off)
Waitress	141.60	
"	178.80	
"	1,001.20	
no earnings		
" "		
" "		
" "		
" "		
" "		
" "		
" "		
" "		

780

11. LIST YOUR EXPENSES DURING BACK PAY PERIOD (You may be entitled to expenses you incurred in seeking work and working elsewhere which you would not have had if you not been discriminated against. List below such expenses for travel, food, board, and laundry when away from home; moving family and personal property; employment agency fees; and other expenses while looking for work and working elsewhere. Give as much detail as possible, including forms paid for travel, mileage costs, etc.)

KIND OF EXPENSE	PERIOD COVERED FROM	PERIOD COVERED TO	PLACE EXPENSE WAS INCURRED	AMOUNT OF EXPENSE
Card fare	looking for work			1.26

RECEIVED FEB 3 1958

12. DECLARATION

KNOWING THAT ANYONE WHO WILFULLY MAKES A FALSE STATEMENT OR REPRESENTATION IN ANY MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES IS COMMITTING A CRIME PUNISHABLE UNDER FEDERAL LAW, I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

1/31/58
Date

Vera Fulton
Signature of claimant

DO NOT WRITE BELOW THIS LINE

GPO 83-260332

RESPONDENT'S EXHIBIT No. 96

DO NOT WRITE IN THIS SPACE

Form NLRB-916 (9-50)

NATIONAL LABOR RELATIONS BOARD

Form Approved
Budget Bureau No. 64-R003.2

STATEMENT OF CLAIMANT FOR PURPOSES OF BACK PAY

NOTICE - READ CAREFULLY

WARNING - THE ATTENTION OF PERSONS FILING THIS FORM WITH THE BOARD IS DIRECTED TO 18 U. S. CODE, TITLE 18, SEC. 1001 (FORMERLY SEC. 80), WHICH PROVIDES THAT ANY PERSON WILLFULLY MAKING OR CAUSING TO BE MADE ANY FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS IN ANY MANNER WITHIN THE JURISDICTION OF THE BOARD SHALL BE FINED NOT MORE THAN $10,000 OR IMPRISONED NOT MORE THAN 5 YEARS, OR BOTH.

INSTRUCTIONS: All items on this statement must be answered. Where item does not apply in your case, mark "Does not apply." Use typewriter or print answers in ink. If more space is needed; attach an additional sheet. **BE SURE TO SIGN AND DATE THIS STATEMENT AT BOTTOM OF PAGE 4.**

NOT TO BE FILLED IN BY CLAIMANT	
CASE NO.	
RESPONDENT	
BACK PAY PERIOD FROM	TO

1. NAME OF CLAIMANT (MR., MRS. or MISS)	2. DATE OF BIRTH	3. SOCIAL SECURITY NO.
Mary Gundry	Aug 7 3 18	439-20-4909

4. MAIDEN NAME, IF MARRIED	8. OTHER NAMES USED, IF ANY
Mary Washington	

6. ADDRESS (Street and No., City, Zone and State. Notify regional office of NLRB of new address if you move) — 1715 N. Rubigny St. — 5. TELEPHONE NO. — WA 7-4171

9. LIST BELOW FRIENDS OR RELATIVES WHO WILL KNOW WHERE YOU ARE IN CASE YOU MOVE

NAME	ADDRESS	TELEPHONE NUMBER
Leona Camp	1717 N. Rubigny	
Esther Moret	1715 N. Rubigny	WA 7-4171

7. SUPPLY THE FOLLOWING INFORMATION REGARDING YOUR EMPLOYMENT AT J. H. Cutler Mfg Co. (Name of Company)

A. NAME OF DEPARTMENT YOU WERE IN AT TIME OF DISCRIMINATION	C. DATE YOU STARTED WORKING FOR THIS COMPANY
Parts	July 1944
B. KIND OF JOB YOU HAD AT TIME OF DISCRIMINATION: Machine Setter	

10. LIST BELOW ALL PERIODS OF ILLNESS, INCLUDING PREGNANCY; ON VACATION; IN MILITARY SERVICE; IN JAIL OR ASYLUM; OR ON STRIKE, DURING THE BACK PAY PERIOD SHOWN ABOVE.

DATES FROM	DATES TO	REASON (Illness, vacation, on strike, etc.)	WERE YOU PAID DURING THIS PERIOD ("Yes" or "No")	HOW MUCH WERE YOU PAID?
4/21/54	4/5/55	On Strike		

9. EMPLOYMENT HISTORY

(1) Give a complete record of your employment, and earnings, including earnings from your own business, during the back pay
own business, state "own business." (Attach W-2 forms, Withholding Statement, received from employers during the back p

(2) If you were unemployed during the back pay period, write "unemployed," put in the dates of the unemployment period or p
companies where you looked for work.

(3) ACCOUNT FOR ALL PERIODS OF TIME DURING THE BACK PAY PERIOD.

PERIOD COVERED		EMPLOYER'S NAME	EMPLOYER'S ADDRESS
DATE BEGUN	DATE ENDED		
4/ /55	unemployed	Hoegel Bros	2527 St. Bern
8/ /55		Julian Shirt	110 S. Jeff
9/24 55	working	J. H. Rutter	3725 Broughton

DO NOT WRITE IN THIS SPACE

hown on page 1. If you show earnings from your
d. They will be returned.)

ed right after these dates show the names of the

KIND OF JOB	TOTAL EARNINGS	REASON FOR LEAVING (Quit, Fired, or Laid off)
No opening		
No opening		
Mailing date		

13. LIST YOUR EXPENSES DURING BACK PA[illegible]RIOD (You may be entitled to expenses pa[illegible]id in seeking work and working elsewhere which you would not have ha[illegible]ad you not been discriminated against. L[illegible] below such expenses for travel, fo[illegible] board, and laundry when away from home; moving family and personal property; employment agency fees; and other expenses while looking for work and working elsewhere. Give as much detail as possible, including fares paid for travel, mileage costs, etc.)

KIND OF EXPENSE	PERIOD COVERED FROM	PERIOD COVERED TO	PLACE EXPENSE WAS INCURRED	AMOUNT OF EXPENSE
Bus fare	4/1/55	8/1/55	Looking for work	.28

12. DECLARATION

KNOWING THAT ANYONE WHO WILFULLY MAKES A FALSE STATEMENT OR REPRESENTATION IN ANY MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES IS COMMITTING A CRIME PUNISHABLE UNDER FEDERAL LAW, I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

1/31/58
Date

Signature of claimant

DO NOT WRITE BELOW THIS LINE

RECEIVED FEB 3

RESPONDENT # 97

Received NLRB, 15th Reg., New Orleans, La.
Dec. 13, 8:34 A.M. '60

NATIONAL LABOR RELATIONS BOARD
Fifteenth Region
820 Lowich Building
2026 St. Charles Avenue
New Orleans 13, Louisiana

December 9, 1960

Indiana Plummer
3612 Dauphine Street
New Orleans, Louisiana

Re: *J. H. Rutter-Rex Mfg. Co. Inc.*
Cases Nos. 15-CA-721 and 723

This Agency, which is an agency of the Federal Government, is presently trying to determine if the above-named Company has complied with an Order of the National Labor Relations Board and a Decree of the U.S. Circuit Court of Appeals.

So that we may complete work on this case, we need certain information from you regarding your employment or attempts to seek employment at the above-named Company.

As you no doubt know, there was a strike at the Company which started on or about April 21, 1954, and ended on or about March 31, 1955.

The information we have indicates that you were employed by the Company before the strike began and that you have not applied for work at the Company since the strike or otherwise attempted to go back to work since the strike.

If the above information is correct, will you please sign and return this letter to us. A self-addressed envelope, which requires no postage, is enclosed for your use.

If the above is not correct, please contact the undersigned at 529-2411, Extension 6417, or Loren P. Jones, Acting Compliance Officer, at 529-2411, Extension 6391, between the hours of 8:15 A.M. and 4:45 P.M., Monday through Friday, so that we can arrange to get the correct information regarding your work and/or your attempts to get work at the above-mentioned Company.

Your cooperation will be sincerely appreciated.

Very truly yours,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

The above understanding is correct.

(Signed) Indiana Gamble Plummer

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-97
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 98

Rejected

Received NLRB, 15th Reg., New Orleans, La.
Feb. 8, 9:17 A.M. '61 mb

NATIONAL LABOR RELATIONS BOARD
Fifteenth Region
820 Lowich Building
2026 St. Charles Avenue
New Orleans 13, Louisiana

February 2, 1961

Indiana Gamble
3612 Dauphine Street
New Orleans, Louisiana

Re: *J. H. Rutter-Rex Mfg. Co. Inc.*
Cases Nos. 15-CA-721 and 723

This Agency, which is an agency of the Federal Government, is presently trying to determine if J. H. Rutter-Rex Mfg. Co. Inc. has complied with an order of the National Labor Relations Board and a Decree of the United States Circuit Court of Appeals. These decisions provide, among other things, that under certain conditions a person may be entitled to job reinstatement and/or back pay. In order to determine whether the Company has complied, we must have your cooperation.

We wish to get certain information from you including your work and/or your attempts to get work at the J. H. Rutter-Rex Mfg. Co., Inc. since the strike at that Company which started on or about April 21, 1954 and ended on or about March 31, 1955.

Please contact Gilbert P. Cohen, Attorney, at 529-2411, Extension 6417, or Loren P. Jones, Acting Compliance Officer, at 529-2411, Extension 6391, between the hours of 8:15 A.M. and 4:45 P.M., Monday through Friday, so that we can arrange to get the information from you.

If you are living out of town or are unable to contact us by phone, please write below your correct name, address, and phone number. (If you live in or near New Orleans, Louisiana, place below what days or evenings you are available to see us.) Then, return this letter to us. A self-addressed envelope, which requires no postage, is enclosed for your use.

Your cooperation will be sincerely appreciated.

Very truly yours,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

Name Indiana Plummer
Address 3612 Dauphine Street
Phone Number WH-3 1517

(If you have no phone, give a phone number of someone through whom you can be contacted).

When available for interview—after four in afternoon

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-98
Disposition—Rejected
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 113

STATE OF LOUISIANA
PARISH OF ORLEANS

Affidavit

I, Mildred Proctor, 2051 N. Miro, WL 97493, New Orleans, La, being duly sworn under oath depose and say:

* * * *

I have had read to me the above statement consisting of this page and 4 other pages and swear it is true to the best of my knowledge and belief.

/s/ Mildred Proctor

Sworn to and subscribed before me this 20th day of Jan 1961 at New Orleans, La.

/s/ Gilbert P. Cohen,
Atty NLRB

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-113
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 124

I, Lula Mae Washington being duly sworn upon my oath depose and say:

• • • •

I certify that I have read the above statement with care and that it is true and accurate to the best of my knowledge and belief.

/s/ Lula Mae Washington

Subscribed and sworn to before me this 15th day of February 1960 in New Orleans, La.

/s/ John H. Immel, Jr.

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-124
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 128

I, Bessie Brown, being duly sworn upon my oath depose and say:

* * * *

I certify that I have read the above statement with care and that it is true and accurate to the best of my knowledge and belief.

/s/ Miss Bessie Brown

Subscribed and sworn to before me this 18th day of February 1960 in New Orleans, La.

/s/ John H. Immel, Jr.

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-128
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT'S EXHIBIT No. 130

DO NOT WRITE IN THIS SPACE

FORM NLRB-722
(11-501)

Form Approved
Budget Bureau No. 64-R008.3

NATIONAL LABOR RELATIONS BOARD

STATEMENT OF CLAIMANT FOR PURPOSES OF BACK PAY

NOTICE - READ CAREFULLY

WARNING - THE ATTENTION OF PERSONS FILING THIS FORM WITH THE BOARD IS DIRECTED TO U. S. CODE, TITLE 18, SEC. 1001 (FORMERLY SEC. 80), WHICH PROVIDES THAT ANY PERSON WILLFULLY MAKING OR CAUSING TO BE MADE ANY FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS IN ANY MANNER WITHIN THE JURISDICTION OF THE BOARD SHALL BE FINED NOT MORE THAN $10,000 OR IMPRISONED NOT MORE THAN 5 YEARS, OR BOTH.

INSTRUCTIONS: All items on this statement must be answered. Where item does not apply in your case, mark "Does not apply." Use typewriter or print answers in ink. If more space is needed, attach an additional sheet. BE SURE TO SIGN AND DATE THIS STATEMENT AT BOTTOM OF PAGE 4.

NOT TO BE FILLED IN BY CLAIMANT

CASE NO.

RESPONDENT

BACK PAY PERIOD

FROM | TO

1. NAME OF CLAIMANT (MR., MRS. or MISS)
Miss ELENORA JACKSON

2. DATE OF BIRTH
8-11-28

3. SOCIAL SECURITY NO.
343-32-7576

4. MAIDEN NAME, IF MARRIED
—

5. OTHER NAMES USED, IF ANY

6. ADDRESS (Street and No., City, Zone and State. Notify regional office of NLRB of new address if you move)
1720 BERSILINE

7. TELEPHONE NO.
WA 4-5217

8. LIST BELOW FRIENDS OR RELATIVES WHO WILL KNOW WHERE YOU ARE IN CASE YOU MOVE

NAME	ADDRESS	TELEPHONE NUMBER
Vinnie Banks	1132 Delmaine	
Irene Jackson	1820 Annunziata	
Pete Dumas	2225 Frere	EA-2250

9. SUPPLY THE FOLLOWING INFORMATION REGARDING YOUR EMPLOYMENT AT
J. H. Ritter Ice Co.
(Name of Company)

A. NAME OF DEPARTMENT YOU WERE IN AT TIME OF DISCRIMINATION
Paint Dept.

B. KIND OF JOB YOU HAD AT TIME OF DISCRIMINATION
Machine Operator (Cabbie-Sewer)

C. DATE YOU STARTED WORKING FOR THIS COMPANY
June or July 1952

10. LIST BELOW ALL PERIODS OF ILLNESS, INCLUDING PREGNANCY; ON VACATION; IN MILITARY SERVICE; IN JAIL OR ASYLUM; OR ON STRIKE, DURING THE BACK PAY PERIOD SHOWN ABOVE.

DATES FROM	DATES TO	REASON (Illness, vacation, on strike, etc.)	WERE YOU PAID DURING THIS PERIOD ("Yes" or "No")	HOW MUCH WERE YOU PAID?
Jul 1951	Jan. 15, 1952	Pregnancy	No	—

9. EMPLOYMENT HISTORY

(1) Give a complete record of your employment, and earnings, including earnings from your own business, during the back pay p... own business, state "own business." (Attach W-2 forms, Withholding Statement, received from employers during the back pa...

(2) If you were unemployed during the back pay period, write "unemployed," put in the dates of the unemployment period or per... companies where you looked for work.

(3) ACCOUNT FOR ALL PERIODS OF TIME DURING THE BACK PAY PERIOD.

PERIOD COVERED		EMPLOYER'S NAME	EMPLOYER'S ADDRESS
DATE BEGUN	DATE ENDED		
4-20-54	4-5, 1955	ON STRIKE	
4-5, 1955	7- 1955	UNEMPLOYED.	
7- 1955	7- 1956	J.H. RUTTER.	3145 DAVENPORT ST
11- -56	5- -1956	ALTO PLASTIC	1461 E 15th ST. Los Angeles
5- -1956	7- 1956	UNEMPLOYED	
7- 1956	1-15- 1958	(UNEMPLOYED - PRE-NAVY)	

DO NOT WRITE IN THIS SPACE

page 1. If you show earnings from your
y will be returned.)

t after these dates show the names of the

OF JOB	TOTAL EARNINGS	REASON FOR LEAVING (Quit, Fired, or Laid off)
A3EL SELES)		QUIT.
	$27.00	QUIT

10. REGISTRATION FOR UNEMPLOYMENT BENEFITS AND RELIEF

GIVE ALL DATES WHEN YOU VISITED A GOVERNMENT AGENCY TO:

(1) Look for a job
(2) Register for unemployment checks
(3) Register for relief

DATE REGISTERED	NAME OF GOVERNMENT AGENCY	CITY AND STATE

11. LIST YOUR EXPENSES DURING BACK P[illegible]ERIOD (You may be entitled to expenses [illegible]ed in seeking work and working where which you would not have had you not been discriminated against. List below such expenses for trans board, and laundry when away from home; moving family and personal property; employment agency fees; and other expenses while looking for work and working elsewhere. Give as much detail as possible, including fares paid travel, mileage costs, etc.)

KIND OF EXPENSE	PERIOD COVERED		PLACE EXPENSE WAS INCURRED	AMOUNT EXPEN
	FROM	TO		

12. DECLARATION

KNOWING THAT ANYONE WHO WILFULLY MAKES A FALSE STATEMENT OR REPRESENTATION IN ANY MATTER WITHIN THE JURISDICTION OF A AGENCY OF THE UNITED STATES IS COMMITTING A CRIME PUNISHABLE UNDER FEDERAL LAW, I CERTIFY THAT THE ABOVE STATEMENTS A TRUE.

Date

Signature of claimant

DO NOT WRITE BELOW THIS LINE

GPO 83-

R # 133

I, Beatrice Anderson, being duly sworn upon my oath depose and say:

* * * *

I certify that I have read the above statement with care and that it is true to the best of my knowledge and belief.

/s/ Beatrice Anderson

Subscribed and sworn to before me this 20th day of January 1960 in New Orleans, La.

/s/ John H. Immel, Jr.

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-133
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

R # 134

I, Geneva Gabriel being duly sworn upon my oath depose and say:

* * * *

/s/ Geneva Gabriel

Subscribed and sworn to before me this 17th day of February 1960 in New Orleans, La.

/s/ John H. Immel, Jr.

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-134
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

R # 134

I, Geneva Gabriel being duly sworn upon my oath depose and say:

* * * *

/s/ Geneva Gabriel

Subscribed and sworn to before me this 17th day of February 1960 in New Orleans, La.

/s/ John H. Immel, Jr.

R # 137

I, Elvera L. Davis being duly sworn upon my oath depose and say:

* * * *

I certify that I have read the above statement with care and that it is true to the best of my knowledge and belief.

/s/ Elvera Louise Davis

Subscribed and sworn to before me this 4th day of April 1960 in New Orleans, La.

/s/ John H. Immel, Jr.

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-137
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 139

Received NLRB, 15th Reg., New Orleans, La.
Feb. 6, 8:31 A.M. '61

NATIONAL LABOR RELATIONS BOARD
Fifteenth Region
820 Lowich Building
2026 St. Charles Avenue
New Orleans 13, Louisiana

February 3, 1961

Amelia Lesere
2749 St. Peter St.
New Orleans, Louisiana

Re: *J. H. Rutter-Rex Mfg. Co. Inc.*
Cases Nos. 15-CA-721 and 723

This Agency, which is an agency of the Federal Government, is presently trying to determine if the J. H. Rutter-Rex Mfg. Co. Inc. has complied with an Order of the National Labor Relations Board and a Decree of the U. S. Circuit Court of Appeals. These decisions provide, among other things, that under certain conditions a person may be entitled to job reinstatement and/or back pay. In order to determine whether the Company has complied, we must have your cooperation.

As you no doubt know, there was a strike at the Company starting on or about April 21, 1954, and ending on or about March 31, 1955.

The information we have indicates that you were employed by the Company before the strike began and that you have not applied for work at the Company or otherwise attempted to go back to work for the Company since the strike began.

If the above information is correct, will you please sign your name and place your address and phone number in the spaces provided below and return this letter to us.

If the above information is not correct, and if you liv in the New Orleans, Louisiana, area, please contact Gil bert P. Cohen, Attorney at 529-2411, Extension 6417, o Loren P. Jones, Acting Compliance Officer, at 529-2411 Extension 6391, between the hours of 8:15 A.M. and 4:4 P.M., Monday through Friday, so that we may arrange t get the correct information.

If the above information is not correct, and if you do not live in the New Orleans, Louisiana, area, please write the correct information on the back of this letter, along with your name, present address, and phone number, and return this letter to us.

A self-addressed envelope, which requires no postage, is enclosed for your use.

Your cooperation will be sincerely appreciated.

Yours very truly,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

The above information is correct.

(Signed) Amelia Lesere
Address 2749 St. Peter St.
Phone No. Su 2-4213

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-139
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 144

Received NLRB, 15th Reg., New Orleans, La.
Feb. 20, 8:24 A.M. '61 mb

NATIONAL LABOR RELATIONS BOARD
Fifteenth Region
820 Lowich Building
2026 St. Charles Avenue
New Orleans 13, Louisiana

January 10, 1961

Marion Williams
4819 N. Rocheblave Street
New Orleans, Louisiana

Re: *J. H. Rutter-Rex Mfg. Co. Inc.*
Cases Nos. 15-CA-721 and 723

This Agency, which is an agency of the Federal Government, is presently trying to determine if the J. H. Rutter-Rex Mfg. Co. Inc. has complied with an Order of the National Labor Relations Board and a Decree of the U.S. Circuit Court of Appeals. These decisions provide, among other things, that under certain conditions a person may be entitled to job reinstatement and/or back pay. In order to determine whether the Company has complied, we must have your cooperation.

As you no doubt know, there was a strike at the Company starting on or about April 21, 1954 and ending on or about March 31, 1955.

The information we have indicates that you were employed by the Company prior to the strike and returned to work for the Company after the strike ended. If the above information is correct, please answer the following questions in the spaces provided after each question:

(1) After the strike ended, were you rehired by the Company within five days after the day you applied to return to work?

Yes
(Yes or No)

(2) Date you first applied to return to work.

Jan. 24, 1955
(Date)

(3) After the strike ended were you rehired by the Company in the same job you held prior to the strike?

Yes
(Yes or No)

(4) Were you rehired at a lower rate of pay than the amount you had been paid before the strike began?

Yes
(Yes or No)

After you have completed answering the above questions, please sign your name and place your address and phone number in the spaces provided below and return this letter to us. A self-addressed envelope, which requires no postage, is enclosed for your use.

If you need assistance in answering the questions, or if the above information is not correct, please contact Gilbert P. Cohen, Attorney, at 529-2411, Ext. 6417, or Loren P. Jones, Acting Compliance Officer, at 529-2411, Extension 6319, between the hours of 8:15 a. m. and 4:45 p. m., Monday through Friday.

Your cooperation will be sincerely appreciated.

Very truly yours,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

The above information is correct.
(Signed) Marion Williams
(Address) 4819 N. Rocheblave Street
(Phone No.) WH 4-4580

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-144
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 6-13-62, Reporter, /s/ Lyons

RESPONDENT # 172

STATE OF LOUISIANA
PARISH OF ORLEANS

Affidavit

I, Ethel E. Griffin, 4223 N. [Goman (E. E. G.)] Roman, WH. 39378, New Orleans, La, being duly sworn under oath depose and say:

* * * *

I have had read to me the above consisting of this page and 4 other pages and swear it is true to the best of my knowledge and belief.

/s/ Ethel Griffin

Sworn to and subscribed before me this 7th day of Feb 1961 at New Orleans, La.

/s/ Gilbert P. Cohen,
Atty NLRB

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-172
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 173

Rejected

Received NLRB, 15th Reg., New Orleans, La.
Jan. 20, 8:34 A.M. '61

NATIONAL LABOR RELATIONS BOARD
Fifteenth Region
820 Lowich Building
2026 St. Charles Avenue
New Orleans 13, Louisiana

January 6, 1961

Ethel Abernathy
2226½ Clouet Street
New Orleans, Louisiana

Re: *J. H. Rutter-Rex Mfg. Co. Inc.*
Cases Nos. 15-CA-721 and 723

This Agency, which is an agency of the Federal Government, is presently trying to determine if the J. H. Rutter-Rex Mfg. Co. Inc. has complied with an Order of the National Labor Relations Board and a Decree of the U.S. Circuit Court of Appeals. These decisions provide, among other things, that under certain conditions a person may be entitled to job reinstatement and/or back pay. In order to determine whether the Company has complied, we must have your cooperation.

As you no doubt know, there was a strike at the Company starting on or about April 21, 1954 and ending on or about March 31, 1955.

The information we have indicates that you were employed by the Company prior to the strike and returned to work for the Company after the strike ended. If the above information is correct, please answer the following questions in the spaces provided after each question:

(1) After the strike ended, were you rehired by the Company within five days after the day you applied to return to work?

Just about
(Yes or No)

(2) Date you first applied to return to work.

.....
(Date)

(3) After the strike ended were you rehired by the Company in the same job you held prior to the strike?

No
(Yes or No)

(4) Were you rehired at a lower rate of pay than the amount you had been paid before the strike began?

I didn't make the same per piece. However I received the same guarantee $1.00 per hr.
(Yes or No)

After you have completed answering the above questions, please sign your name and place your address and phone number in the spaces provided below and return this letter to us. A self-addressed envelope, which requires no postage, is enclosed for your use.

If you need assistance in answering the questions, or if the above information is not correct, please contact Gilbert P. Cohen, Attorney, at 529-2411, Ext. 6417, or Loren P. Jones, Acting Compliance Officer, at 529-2411, Extension 6319, between the hours of 8:15 a. m. and 4:45 p. m., Monday through Friday.

Your cooperation will be sincerely appreciated.

Very truly yours,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

The above information is correct.
(Signed) Ethel Abernathy
(Address) 4223 No. Roman St.
(Phone No.) WH 3-9378

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-173
Disposition—Identified, Rejected
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 195

Received NLRB, 15th Reg., New Orleans, La.
June 3, 8:26 A.M. '60 mb

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana
May 31, 1960

Telephone EXpress 2411
Night TUlane 8320

J. H. Rutter-Rex Manufacturing Company, Inc.

Cases Nos. 15-CA-721, 15-CA-723

Miss Audrey Zeno
1916 Constantinople Street
New Orleans 15, Louisiana

Dear Miss Zeno:

This office is currently making a routine check to determine whether the Company named above has complied with the Order of the Board in the above-named case. In a telephone conversation with your mother on May 27, it was our understanding that because you found other employment or for some other reason, you did not ask to have your job back at Rutter-Rex Company after the strike had ended there in 1955. If this is true, will you please sign your name after the statement below and return the letter to us in the enclosed envelope, which requires no postage.

Very truly yours,

/s/ John H. Immel, Jr.
JOHN H. IMMEL, JR.
Compliance Examiner

Enclosure

The understanding set out above is correct.

/s/ Audrey Zeno
AUDREY ZENO

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-195
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

RESPONDENT # 201

Received NLRB, 15th Reg., New Orleans, La.
Jan. 16, 8:37 A.M. '61

NATIONAL LABOR RELATIONS BOARD
Fifteenth Region
820 Lowich Building
2026 St. Charles Avenue
New Orleans 13, Louisiana

January 5, 1961

Evangeline C. Brown
1129 Wagner Street
New Orleans, Louisiana

Re: *J. H. Rutter-Rex Mfg. Co. Inc.*
Cases Nos. 15-CA-721 and 723

This Agency, which is an agency of the Federal Government, is presently trying to determine if the J. H. Rutter-Rex Mfg. Co. Inc. has complied with an Order of the National Labor Relations Board and a Decree of the U.S. Circuit Court of Appeals. These decisions provide, among other things, that under certain conditions a person may be entitled to job reinstatement and/or back pay. In order to determine whether the Company has complied, we must have your cooperation.

As you no doubt know, there was a strike at the Company starting on or about April 21, 1954 and ending on or about March 31, 1955.

The information we have indicates that you were employed by the Company prior to the strike and returned to work for the Company after the strike ended. If the above information is correct, please answer the following questions in the spaces provided after each question:

(1) After the strike ended, were you rehired by the Company within five days after the day you applied to return to work?

Yes
(Yes or No)

(2) Date you first applied to return to work.

About March, 1956

(3) After the strike ended were you rehired by the Company in the same job you held prior to the strike?

Yes
(Yes or No)

(4) Were you rehired at a lower rate of pay than the amount you had been paid before the strike began?

No
(Yes or No)

After you have completed answering the above questions, please sign your name and place your address and phone number in the spaces provided below and return this letter to us. A self-addressed envelope, which requires no postage, is enclosed for your use.

If you need assistance in answering the questions, or if the above information is not correct, please contact Gilbert P. Cohen, Attorney, at 529-2411, Ext. 6417, or Loren P. Jones, Acting Compliance Officer, at 529-2411, Extension 6319, between the hours of 8:15 a. m. and 4:45 p. m., Monday through Friday.

Your cooperation will be sincerely appreciated.

Very truly yours,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

The above information is correct.
(Signed) Evangeline C. Brown
(Address) 1301 Lawrence St.
(Phone No.) FU. 6-4045

NATIONAL LABOR RELATIONS BOARD
Docket No. 15-CA-721-723, Official Exhibit No. R-201
Disposition—Identified, Received
In the matter of RUTTER-REX
Date, 11-13-62, Reporter, /s/ Lyons

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 16422

NATIONAL LABOR RELATIONS BOARD

v.

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.

MOTION OF J. H. RUTTER-REX MANUFACTURING COMPANY, INC. FOR AN ORDER DIRECTING THE REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD TO REFRAIN FROM PROCEEDING WITH A BACKPAY HEARING SCHEDULED FOR JANUARY 29, 1962

(Filed: January 3, 1962)

TO SAID HONORABLE COURT:

1.

Now comes J. H. RUTTER-REX MANUFACTURING COMPANY, INC., respondent in the above-entitled and numbered cause, and the movant in this proceeding, and moves the Court to enter an order directed to John L. LeBus, Regional Director, Fifteenth Region, NATIONAL LABOR RELATIONS BOARD, ordering the said John F. LeBus to stay a hearing now scheduled for January 29, 1962, and under oath, for grounds with respect does show.

2.

This Honorable Court has jurisdiction of this Motion under its opinion and judgment heretofore rendered and entered in this cause on June 10, 1957, enforcing an Order heretofore entered of the National Labor Relations Board. This Court's opinion is reported as *National Labor Relations Board* v. *J. H. Rutter-Rex Manufacturing Company, Inc.*, 245 F.2d 594. In said opinion the Court said in part: (page 598)

"The numerous questions which the Employer insists now plaque it, such as the possibility of non-strikers voluntarily terminating employment with subsequent replacement during the strike, the availability of work at various times considering the nature of these manufacturing operations, the number of strikers who may have declared their unwillingness to return to work, the calculation of the lost pay if any, the misconduct of some specified strikers which might afford a basis for denying reinstatement, are not foreclosed. Their resolution can come in further administrative proceedings before and through the Board or in direct contempt proceedings, if brought before us, for failure to comply with our order decreeing enforcement."

3.

Following the rendition of the opinion of this Honorable Court, movant notified the National Labor Relations Board that it would comply with the opinion of this Court, and the Order of the National Labor Relations Board which said opinion enforced, and forthwith began good faith and diligent efforts to that end. The "numerous questions" which the Court foresaw, and which it did not foreclose, immediately arose and movant made every reasonable effort to resolve them in compliance with the letter and spirit of the opinion of the Court. The facts are:

The strike which was considered by this Court in its opinion ended on April 4, 1955, by a letter of termination, a copy of which is attached and marked Exhibit A. Attached to the union's letter was a list of the employees who, according to the union letter, desired to return to work. Movant replied to the union letter by suggesting that such employees who were interested in returning to work come to movant's employment office at the rate of 20 per day to apply for reinstatement. Thereafter the union complied with movant's suggestion, and movant began reinstating the strikers who applied for reinstatement as rapidly as the available volume of work and the balanced operation of its plant permitted.

4.

As used in this Motion—

"Movant" means J. H. RUTTER-REX MANUFACTURING COMPANY, INC.

"Board" means the NATIONAL LABOR RELATIONS BOARD.

"Act" refers to the NATIONAL LABOR RELATIONS ACT, as amended.

"Union" refers to the AMALGAMATED CLOTHING WORKERS OF AMERICA, AFL-CIO, an unincorporated labor organization.

5.

On June 29, 1955, the union filed a charge against movant in Case No. 15-CA-843 of the docket of the Board for the Fifteenth Region, containing the following allegation:

> "On or about April 5, 1955, the Employer, by its officers, agents and representatives, has discriminatorily refused to reinstate or reemploy striking employees, whose names are attached hereto, in order to discourage membership in Amalgamated Clothing Workers of America, AFL-CIO, or because of their activity and/or membership in the said labor organization, and at all times since said date, the Employer has refused and does now refuse to reinstate or reemploy the said employees."

This charge was amended on August 2, 1955, and amended again on January 12, 1956. The original charge and the amendments were accompanied by a list of the names of the striking employees allegedly discriminated against, all as reflected on attached Exhibits B, C and D.

6.

On February 13, 1956, almost a full year after the rehiring process had begun, the Board issued an Order directing movant to reinstate the striking employees, which Order reads in part as follows:

"(b) Upon application, offer immediate and full reinstatement to their former or substantial equivalent positions to all those employees who went on strike on April 21, 1954, or thereafter, without prejudice to their seniority or other rights and privileges, dismissing if necessary all persons hired on or after that date, and make such applicants whole for any loss of pay suffered by reason of the Respondent's refusal, if any to reinstate them, in the manner set forth in the section of the Intermediate Report entitled 'The Remedy';"

7.

On October 13, 1957, after the passage of 2½ years, during which the rehiring process went on, the Board approved the union's withdrawal of the charges filed by the union on June 29, 1955, August 2, 1955, and January 12, 1956, in which movant had been charged with having discriminatorily refused to reemploy the striking employees. The Board's letter approving the withdrawal of said charges is attached hereto and marked Exhibit E.

8.

On September 11, 1957, movant's representative responded to the Board's request for information concerning the rehiring of returning strikers in the form of the letter attached hereto and marked Exhibit F.

9.

By letter dated October 24, 1957, in further response to the Board's request for information regarding the progress made in rehiring the strikers, movant's representative mailed to the Board a list of employees on the payroll of movant at the time the strike was called who applied for work after the strike terminated. The list submitted by movant also reflected the date that each employee submitted an application for work and the date each was returned to work. The letter written by movant's representative is attached hereto and marked Exhibit G. The list of employees to which the letter refers is attached and marked Exhibit G.[1]

10.

On October 31, 1957, again responding to the Board's request, movant, through its representative, submitted a copy of its payroll for April 17, 1954, reflecting the rate per hour and the earnings of the employees for the payroll period. This letter is attached hereto and marked Exhibit H.

11.

On November 7, 1957, after movant had furnished to the Board all of the information which the Board had requested concerning the names of the employees on the strike payroll, the names of the strikers who had applied for reinstatement, the dates on which certain applicants had been rehired, and the earnings of said employees, movant's representative addressed to the Board a letter in the form attached hereto and marked Exhibit I. This letter contained the following request to the Board:

> "If any instance of a failure to fully comply with the order is brought to your attention, we would appreciate your contacting us promptly so that such corrective measures as may be necessary can be immediately taken in order to assure full compliance with the decree."

This letter was written so that movant, which has at all times and in good faith attempted to comply with the Board's Order as enforced by this Court, might have the cooperation of the Board in promptly acting upon any contention that Movant had not complied with its obligation to offer employment to any strikers seriously seeking reemployment for whom a job was available. Movant's purpose was, of course, to avoid incurring a backpay obligation in any instance in which movant might consider that its inability or unwillingness to rehire or delay in rehiring a particular striker or strikers was justified under the language of the Court quoted in Article 2 hereof. If the Board did not agree, movant wanted to be informed of that disagreement so that appropriate remedial action might be taken promptly.

12.

During the period following the termination of the strike on April 4, 1955, movant in good faith attempted to rehire all returning strikers who submitted applications for reemployment. However, as had been anticipated by the Court of Appeals, certain practical problems had to be considered. When the strike was called on April 21, 1954, movant was operating its New Orleans plant at absolute capacity with an unprecedented number of employees at work. The payroll of April 21, 1954, lists 604 employees, which was the highest number ever employed in the plant before or since the strike. As a result of the strike a substantial segment of movant's business was lost. Several major customers who before the strike were substantial sources of business, have, at all times since the strike, refused to do business with movant. The United States Government cancelled certain contracts which were in process when the strike began. On information and belief, movant alleges that the union itself made an effort to curtail movant's sources of business, and thus contributed to the problem of finding work for the returning strikers. The volume of work in the plant has never reached the pre-strike level at any time since the termination of the strike. The principal problem confronting movant at the termination of the strike, insofar as the reinstatement of returning strikers was concerned, was the fact that the same volume of work was no longer available, and it was impossible to offer reemployment immediately to all returning strikers for there was no work for them to do. Movant's problem was further complicated by the nature of its line operation, which requires a balanced number of operators of different skills on various types of operations in order to complete and put into operation an effective line. It was impossible to commence the operation of a new line until all of the various operators were at hand. The attempt to rebuild the lines one by one was complicated by the fact that it was not always possible to obtain needed operators for the completion of a line. In some instances returning strikers applied for reinstatement and then, upon being asked to come to work, were not willing to return to work. In that portion of the opinion of this

Court quoted in Article 2, the Court recognized the existence and the validity of these difficulties, as well as movant's right to refuse reinstatement to those employees who had engaged in misconduct during the strike.

13.

Following the Board's approval of the withdrawal of the charges of discrimination against the returning strikers, and following the Board's receipt of Exhibit I in which movant's representative asked the Board to bring any instance of a failure to fully comply with its Order to the attention of movant immediately, movant, hearing nothing from the Board for well over two years, concluded that the Board agreed that movant had complied in good faith with the requirements of the Board's Order as enforced by this Court.

14.

From November 7, 1957—on which date movant requested the Board to bring any instance of non-compliance to movant's attention so that corrective measures could be taken immediately, thus avoiding or minimizing backpay liability—nothing whatsoever was heard from the Board in connection with the enforcement of the Order until March 22, 1960, on which date the Board addressed to movant a letter in the form reflected in Exhibit J. In Exhibit J the Board admits that it is in the position of having delayed action in these cases "over a period of several years".

On November 16, 1961,—4 years and 5 months after the date of the Opinion of this Court,—without any prior presentation of its claim to movant, the Board filed a Backpay Specification, at the same time setting a hearing in said Specification for January 29, 1962, and claiming in said Specification that liability has accrued and continues to accrue in favor of some 207 employees and that as of the date of filing said Specification amounts to $342,744.07.

15.

Movant has at all times during the pendency of these proceedings cooperated with the Board in complying with

any and all requests for information and in making available to the Board for study and examination such records as the Board requested.

16.

Movant has already been put to substantial expense in working with the Board to make available to the Board, in response to repeated requests, various records pertaining to what transpired during the strike which began almost 8 years ago. Movant estimates that, up to the date of the service of the Backpay Specification, approximately 750 hours have been devoted by its attorneys and officers and employees to the gathering and preparation of information and miscellaneous records in compliance with the Board's successive requests.

17.

Movant avers that the development of the information required to reply, in the full detail required by Sec. 102.54 of the Rules and Regulations of the Board, to the Specification would require many months in time and the expenditure of thousands of dollars. The Board itself delayed almost 4½ years in preparing the Specification, with all of the manpower and resources of the government at its disposal. Passage of time has made it impossible, in many instances, to obtain the evidence necessary to a proper defense of movant's position. Some pertinent records no longer exist. Persons who were employed at movant's plant and who would have knowledge relative to the issues raised by the Specification are no longer employed and may not be available as witnesses. The problem of locating witnesses, interviewing witnesses and checking the correctness of the matters referred to in the Specification, and in otherwise preparing for the trial of the issues raised by the Specification, would subject movant to unwarranted and unreasonable expense which cannot be calculated accurately in advance.

18.

Unless stayed by this Court, the Board will commence hearings under the Backpay Specification on January 29, 1962.

19.

The Board has unreasonably delayed its determination of the issues in Cases Nos. 15-CA-721 and 15-CA-723, which cases were the subject of this Court's Opinion herein referred to, and has failed to proceed with reasonable dispatch to conclude such cases, all in violation of the affirmative obligation to do so imposed upon the Board by the Administrative Procedure Act, 5 USC Sec. 1005(a). The provision of said Act reads in part as follows:

> "Every agency shall proceed with reasonable dispatch to conclude any matter presented to it except that due regard shall be had for the convenience and necessity of the parties or their representatives."

As it apparent from the factual allegations of this Motion, the Board has delayed for a period in excess of 4½ years in initiating the backpay proceeding after the date on which movant advised the Board which of its employees had reapplied, which had been rehired, and the dates of the applications and rehiring. Because of the unreasonable, illegal and prejudicial delays of the Board, contrary to the affirmative obligation placed upon it by the Administrative Procedure Act, the Board's notice of November 16, 1961, setting a hearing on the Backpay Specification for January 29, 1962, constitutes an abuse of the powers granted to the Board under the Act and is void and of no effect.

The Board's delay of more than 4½ years has served to deny to movant a fair opportunity to prepare and present its defenses to the Backpay Specification, and has deprived movant of due process of law. The Board's concurrence in the withdrawal of the charges alleging discrimination against the strikers and the Board's failure to respond to movant's request, in its letter of November 7, 1957, for the Board's cooperation in bringing any instance of noncompliance to movant's attention have induced reliance upon the belief that the Board considered the matter of compliance satisfactorily concluded, making it difficult, if not impossible, at this late date, for movant to obtain the evidence needed to refute the contentions made by the Board in the Backpay Specification, all in violation of movant's constitutional and statutory rights.

20.

Unless the relief sought herein is granted by this Court, movant will be irreparably damaged in that:

If the Board, pursuant to its Order of November 16, 1961, is permitted to conduct a hearing into the facts and circumstances relating to the application and reemployment of each employee named in the Specification, movant's defense in the case of each individual named, and the evidence of interim earnings in each instance, movant will be required to incur vast expense in connection with the investigation and proof of facts, which proof is rendered difficult and perhaps impossible because of the passage of time. If the Board had proceeded with reasonable promptness as it is required by law to do, the issues would have been immeasurably simpler, the period of time to be covered reduced by at least 75%, and the time required for the hearing of the issues rendered at least by the same propertion. If Movant is forced into a hearing into the details of each of the cases referred to in the Specification, it is anticipated that the hearing may last between six months and one year, with vast additional expense and additional demands on the time of its officers and personnel.

Movant further would show that under the Rules and Regulations of the National Labor Relations Board, Sec. 102.54, movant is required to answer under oath, in detail, each fact and figure alleged by the Backpay Specification, numbering 428 pages, to supply detailed figures, under penalty of having such allegations deemed true by default. Movant's answer must be filed on or before January 4, 1962, by which date it is impossible to prepare the detailed answers required by the Rules of the Board. The unconscionable delay in serving the Specification and conducting the hearing renders the preparation of such detailed answer unduly onerous and virtually impossible, regardless of the time allowed for the preparation thereof. Movant would further show that the hearing contemplated by the Board, which movant seeks to stay, is governed by the Rules and Regulations of the Board applicable to unfair labor practice proceedings and other matters. If per-

mitted by this Court, it will impose the burden on movant of attacking each factual finding of the Board with regard to the backpay due to each individual named in the specification as not being supported by substantial evidence in the record as a whole, under the language of Sec. 10 (e) of the National Labor Relations Act, as amended. The imposition of this burden upon movant is illegal and contrary to movant's rights under the order of this Court and the Administrative Procedure Act. While this Court and the Administrative Procedure Act alike would have contemplated that the Board would conduct an administrative proceeding "with reasonable dispatch" and to use that proceeding as a basis for seeking sanctions against movant, if the facts warranted such sanctions, that right has been abandoned, negatived, and is not now a lawful or appropriate means available to the Board.

On the contrary, should the National Labor Relations Board or the Regional Director for the Fifteenth Region have cause to believe that movant is in contempt of the Order of the Board as enforced by this Court, the Regional Director and the Board should be restricted to the initiation of contempt proceedings against movant, which proceeding is one of the methods contemplated in this Court's opinion as the means of resolving the problems and difficulties urged by movant in its argument against literal compliance with the verbiage of the Board's Order.

Movant would show that in such contempt proceeding, if the Board sees fit to initiate the same, this Honorable Court has the power to find the facts, through an officer of its appointment, unhampered and unrestricted by the limitation of Sec. 10 (e) of the National Labor Relations Act which requires this Court to accept the Board's findings of fact if supported by substantial evidence on the record as a whole.

Furthermore, if the Board is permitted to proceed with the scheduled hearing, movant will be faced with possible liability for backpay accruing during the period of the Board's delay of approximately 4½ years, a delay resulting from the Board's failure to accord movant the protection and cooperation of a prompt consideration of its compliance obligations as the Board is obligated to do by the Administrative Procedure Act.

21.

Movant avers that the Rules and Regulations of the Board, and more particularly Sec. 102.52 of said Rules, require the Board to act with reasonable promptness, and with full consideration of the rights of all concerned in any instance in which the Regional Director considers that a controversy exists in any matter involving backpay. Movant further avers that because of the Board's failure to act with reasonable dispatch, and with consideration for the convenience and necessity of the parties involved, and because of the Board's illegal, unwarranted, and highly prejudicial delays, the Board should be stayed from proceeding with the administrative hearing before a Trial Examiner appointed by the Board which has been scheduled for January 29, 1962, and that in lieu of said proceeding, that this Court should appoint a Master or Commissioner to investigate and determine all questions of facts relating to compliance with this Court's Order in order to determine if movant has in good faith complied with the obligations placed upon it by said Order.

On the basis of the foregoing, movant PRAYS that this Court declare:

1. That the Order of the National Labor Relations Board dated November 16, 1961, fixing a hearing in Cases Nos. 15-CA-721 and 15-CA-723 on the issues presented by the Backpay Specification filed in said cases, is an invalid and unauthorized abuse of the powers of the Board, and as such unauthorized by law.

2. That this Court stay the Regional Director, Fifteenth Region, NATIONAL LABOR RELATIONS BOARD and any successor in that office, and any member, officer or agent of the NATIONAL LABOR RELATIONS BOARD, from arranging for or holding or taking any steps in connection with the hearing scheduled before a Trial Examiner of the NATIONAL LABOR RELATIONS BOARD on January 29, 1962, in Cases Nos. 17-CA-721 and 15-CA-723.

3. That this Court appoint a Master or Commissioner to to investigage and develop such facts as may be pertinent to a determination of whether movant has complied in good faith with the obligations placed upon it by the Order of this Court.

4. That pending a hearing on this Motion, an Order issue extending the time within which movant must respond to the Backpay Specification filed by the Regional Director for the Fifteenth Region of the NATIONAL LABOR RELATIONS BOARD in Cases Nos. 15-CA-721 and 15-CA-723.

5. For such other and further relief as the Court may see fit to grant.

MONTGOMERY BARNETT BROWN & READ

By s/ HENRY J. READ
HENRY J. READ
806 NBC Building
New Orleans 12, La.
JA 2-6581

BROWN HERMAN SCOTT & YOUNG

By s/ JOHN M. SCOTT
JOHN M. SCOTT
203 Fort Worth Club Building
Fort Worth 2, Texas
Attorneys for Movant,
J. H. RUTTER-REX MANUFACTURING CO., INC.

AFFIDAVIT

EUGENE J. RUTTER, being duly sworn, deposes and says that he is the President of J. H. RUTTER-REX MANUFACTURING COMPANY, INC.; that he has read the foregoing motion and knows the contents thereof and that the same is true of his own knowledge.

s/ EUGENE J. RUTTER
EUGENE J. RUTTER

SWORN TO AND SUBSCRIBED
on December 31, 1961.

s/ Donald M. Boyle
Notary Public
Orleans Parish, Louisiana
My commission is for life.

CERTIFICATION

I CERTIFY that the above and foregoing Motion is filed in good faith and not for purposes of delay and solely that justice may be done.

December 30, 1961.

s/ HENRY J. READ
(Signed) HENRY J. READ

ORDER

Let JOHN L. LeBUS, Regional Director, Fifteenth Region, NATIONAL LABOR RELATIONS BOARD, be and he is hereby ordered to show cause on the ..... day of ....., 1962, at ..... m. why the relief sought by movant in the above and foregoing Motion should not be granted.

Let the time within which movant is required to answer the Backpay Specification filed in Cases Nos. 15-CA-721 and 15-CA-723 be extended pending the further orders of this Court.

January ....., 1962. Houston, Texas.

JUDGE for the
United States Court of Appeals
Fifth Circuit

576

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST EMPLOYER

Exhibit B

Where a charge is filed by a labor organization, or an individual or group acting on its behalf, a complaint based upon such charge will not be issued unless the charging party and any national or international labor organization of which it is an affiliate or constituent unit have complied with section 9 (f), (g), and (h) of the National Labor Relations Act.

DO NOT WRITE IN THIS SPACE

Case No. 15-CA-643

Date Filed June 29, 1955

Compliance Status Checked By:

INSTRUCTIONS: File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

Name of Employer: J. H. Rutter-Rex Manufacturing Co.

Number of Workers Employed: Approx. 500

Address of Establishment (Street and number, city, zone, and State): 3725 Dauphine Street, New Orleans 17, La.

Type of Establishment (Factory, mine, wholesaler, etc.): Factory

Identify principal product or service: Work Shirts and work pants

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

On or about April 5, 1955, the Employer, by its officers, agents, and representatives, has discriminatorily refused to reinstate or reemploy striking employees, whose names are attached hereto, in order to discourage membership in Amalgamated Clothing Workers of America, CIO, or because of their activity and/or membership in the said labor organization, and at all times since said date, the Employer has refused and does now refuse to reinstate or reemploy the said employees.

By the acts set forth in the paragraph above, and by other acts and conduct, the Employer, by its officers, agents, and representatives, interfered with, restrained, and coerced, and is interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the said Act.

RECEIVED JUN 29 1955

3. Full Name of Labor Organization, Including Local Name and Number, or Person Filing Charge

Amalgamated Clothing Workers of America, CIO

4. Address (Street and number, city, zone, and State)

333 S. Ashland Blvd., Chicago 7, Illinois

Telephone No. Haymarket

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

Amalgamated Clothing Workers of America, CIO

6. Address of National or International, If any (Street and number, city, zone, and State)

15 Union Square, New York 3, New York

Telephone No. Algonquin 5-7800

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party and any national or international labor organization of which it is an affiliate or constituent unit have complied with section 9 (f), (g), and (h) of the National Labor Relations Act.

Date Filed: June 29, 1955

INSTRUCTIONS: File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

Compliance Status Checked By:

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

Name of Employer	Number of Workers Employed
J. H. Rutter-Rex Manufacturing Co.	Approx. 500

Address of Establishment (Street and number, city, zone, and State)	Type of Establishment (Factory, mine, wholesaler, etc.)
3725 Dauphine Street New Orleans 17, La.	Factory Identify principal product or service Work Shirts and work pants

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

On or about April 5, 1955, the Employer, by its officers, agents, and representatives, has discriminatorily refused to reinstate or reemploy striking employees, whose names are attached hereto, in order to discourage membership in Amalgamated Clothing Workers of America, CIO, or because of their activity and/or membership in the said labor organization, and at all times since said date, the Employer has refused and does now refuse to reinstate or reemploy the said employees.

By the acts set forth in the paragraph above, and by other acts and conduct, the Employer, by its officers, agents, and representatives, interfered with, restrained, and coerced, and is interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the said Act.

RECEIVED JUN 29 1955 19

3. Full Name of Labor Organization, Including Local Name and Number, or Person Filing Charge

Amalgamated Clothing Workers of America, CIO

4. Address (Street and number, city, zone, and State) | Telephone No.

333 S. Ashland Blvd., Chicago 7, Illinois | Haymarket

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

Amalgamated Clothing Workers of America, CIO

6. Address of National or International, if any (Street and number, city, zone, and State) | Telephone No.

15 Union Square, New York 3, New York | Algonquin 5-7800

7. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Philip Rampert
(Signature of representative or person filing charge)

Philip Rampert

June 22, 1955 (Date) | National Counsel (Title, if any)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U. S. CODE, TITLE 18, SECTION 80)

U.S. GOVERNMENT PRINTING OFFICE 16-27952-1

825

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

Exhibit C

FIRST AMENDED CHARGE AGAINST EMPLOYER

Where a charge is filed by a labor organization, or an individual or group acting on its behalf, a complaint based upon such charge will not be issued unless the charging party and any national or international labor organization of which it is an affiliate or constituent unit have complied with section 9 (f), (g), and (h) of the National Labor Relations Act.

INSTRUCTIONS.—File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No. 15-CA-643

Date Filed August 2, 1955

Compliance Status Checked By: JFL

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

Name of Employer	Number of Workers Employed
J. H. RUTTER-REX MANUFACTURING COMPANY, INC.	Approx. 500

Address of Establishment (Street and number, city, zone, and State)	Type of Establishment (Factory, mine, wholesaler, etc.)
3725 Dauphine Street New Orleans 17, Louisiana	Factory Identify principal product or service Work shirts and work pants

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) (1st subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

On or about April 5, 1955, the Employer, by its officers, agents and representatives, discriminatorily refused to reinstate or reemploy striking employees whose names are attached hereto, in order to discourage membership in Amalgamated Clothing Workers of America, CIO, or because of their activity and/or membership in the said labor organization, and at all times since said date, the Employer has refused and does now refuse to reinstate or reemploy the said employees.

By the acts set forth in the paragraph above, and by other acts and conduct, the Employer, by its officers, agents and representatives, interfered with, restrained and coerced, and is interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the said Act.

RECEIVED
AUG 2 1955
National Labor Relations Board
15th Regional Office
New Orleans 16, La.

cc: NOARS 1 Emp. 8/2/55 JFL

3. Full Name of Labor Organization, including Local Name and Number, or Person Filing Charge

AMALGAMATED CLOTHING WORKERS OF AMERICA, CIO

4. Address (Street and number, city, zone, and State) — Telephone No.

333 S. Ashland Blvd., Chicago 7, Illinois — Haymarket 1-4100

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

Amalgamated Clothing Workers of America, CIO

6. Address of National or International, if any (Street and number, city, zone, and State) — Telephone No.

15 Union Square, New York 3, New York — Algonquin 5-7800

7. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Philip Ramsey

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Labor Relations Act.

Date Filed: August 2, 1955

INSTRUCTIONS.—File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

Compliance Status Checked By: [illegible]

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

Name of Employer	Number of Workers Employed
J. H. RUTTER-REX MANUFACTURING COMPANY, INC.	Approx. 500

Address of Establishment (Street and number, city, zone, and State)	Type of Establishment (Factory, mine, wholesaler, etc.)
3725 Dauphine Street New Orleans 17, Louisiana	Factory Identify principal product or service Work shirts and work pants

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

On or about April 5, 1955, the Employer, by its officers, agents and representatives, discriminatorily refused to reinstate or reemploy striking employees whose names are attached hereto, in order to discourage membership in Amalgamated Clothing Workers of America, CIO, or because of their activity and/or membership in the said labor organization, and at all times since said date, the Employer has refused and does now refuse to reinstate or reemploy the said employees.

By the acts set forth in the paragraph above, and by other acts and conduct, the Employer, by its officers, agents and representatives, interfered with, restrained and coerced, and is interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the said Act.

RECEIVED
AUG 2 1955
National Labor Relations Board
16th Regional Office
New Orleans 16, La.

cc: NLRB & Emp. 8/2/55 JMC

3. Full Name of Labor Organization, Including Local Name and Number, or Person Filing Charge

AMALGAMATED CLOTHING WORKERS OF AMERICA, CIO

4. Address (Street and number, city, zone, and State)	Telephone No.
333 S. Ashland Blvd., Chicago 7, Illinois	Haymarket 1-4100

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

Amalgamated Clothing Workers of America, CIO

6. Address of National or International, if any (Street and number, city, zone, and State)	Telephone No.
15 Union Square, New York 3, New York	Algonquin 5-7800

7. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Philip Lampert
(Signature of representative or person filing charge)

Philip Lampert

August 2, 1955 (Date) Regional Counsel (Title, if any)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U. S. CODE, TITLE 18, SECTION 80)

U. S. GOVERNMENT PRINTING OFFICE 16—67929-1

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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPENDIX D

(1093)

SECOND AMENDED CHARGE AGAINST EMPLOYER

Where a charge is filed by a labor organization, or an individual or group acting on its behalf, a complaint based upon such charge will not be issued unless the charging party and any national or international labor organization of which it is an affiliate or constituent unit have complied with section 9 (f), (g), and (h) of the National Labor Relations Act.

INSTRUCTIONS.—File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No. 15-CA-843

Date Filed January 12, 1956

Compliance Status Checked By: JH

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

NAME OF EMPLOYER: J. H. RUTTER-REX MANUFACTURING COMPANY, INC.

NUMBER OF WORKERS EMPLOYED: Approx. 500

ADDRESS OF ESTABLISHMENT (Street and number, city, zone, and State): 3725 Dauphine Street, New Orleans 17, Louisiana

TYPE OF ESTABLISHMENT (Factory, mine, wholesaler, etc.): Factory

Identify principal product or service: Work Shirts and Work Pants

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

On or about April 5, 1955, the Employer, by its officers, agents and representatives, discriminatorily refused to reinstate or reemploy striking employees whose names are attached hereto, in order to discourage membership in Amalgamated Clothing Workers of America, CIO, all because of their activity and/or membership in the said labor organization, and at all times since said date, the Employer has refused and does now refuse to reinstate or reemploy the said employees.

By the acts set forth in the paragraph above, and by other acts and conduct, the Employer, by its officers, agents and representatives, interfered with, restrained and coerced, and is interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the said Act.

RECEIVED JAN 12 1956 National Labor Relations Board 15th Regional Office New Orleans 12, La.

cc: NLRB + Emp 1/12/56 JP

3. Full Name of Labor Organization, Including Local Name and Number, or Person Filing Charge

AMALGAMATED CLOTHING WORKERS OF AMERICA, CIO

4. Address (Street and number, city, zone, and State): 333 S. Ashland Blvd., Chicago 7, Illinois — Telephone No. Haymarket 1-4100

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

Amalgamated Clothing Workers of America, CIO

6. Address of National or International, if any (Street and number, city, zone, and State): 15 Union Square, New York 3, New York — Telephone No. Algonquin 5-7800

7. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By [signature]

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1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

NAME OF EMPLOYER	NUMBER OF WORKERS EMPLOYED
J. H. RUTTER-REX MANUFACTURING COMPANY, INC.	Approx. 500

ADDRESS OF ESTABLISHMENT (Street and number, city, zone, and State)	TYPE OF ESTABLISHMENT (Factory, mine, wholesaler, etc.)
3725 Dauphine Street New Orleans 17, Louisiana	Factory
	Identify principal product or service Work Shirts and Work Pants

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

On or about April 5, 1955, the Employer, by its officers, agents and representatives, discriminaterily refused to reinstate or reemploy striking employees whose names are attached hereto, in order to discourage membership in Amalgamated Clothing Workers of America, CIO, all because of their activity and/or membership in the said labor organization, and at all times since said date, the Employer has refused and does now refuse to reinstate or reemploy the said employees.

By the acts set forth in the paragraph above, and by other acts and conduct, the Employer, by its officers, agents and representatives, interfered with, restrained and coerced, and is interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the said Act.

RECEIVED
JAN 12 1956
National Labor Relations Board
10th Regional Office
New Orleans 13, La.

cc: NLRB + 2 cys 1/12/56 JP

3. Full Name of Labor Organization (Including Local Name and Number, or Person Filing Charge

AMALGAMATED CLOTHING WORKERS OF AMERICA, CIO

4. Address (Street and number, city, zone, and State)	Telephone No.
333 S. Ashland Blvd., Chicago 7, Illinois	Haymarket 1-4100

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

Amalgamated Clothing Workers of America, CIO

6. Address of National or International, if any (Street and number, city, zone, and State)	Telephone No.
15 Union Square, New York 3, New York	Algonquin 5-7800

7. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Philip Lampert
(Signature of representative or person filing charge)

Philip Lampert

January 11, 1956 (Date) — Regional Counsel (Title, if any)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U. S. CODE, TITLE 18, SECTION 80)

U. S. GOVERNMENT PRINTING OFFICE 16—67020-6

827

Indicates a Union 4/15/55 Letter Co. 1093

" " " " 4/22/55 " " "

Alexander, Estrella
2332 Flood Street

Alexander, Iworner
1480 Milton

Allen, Victoria
1542 Gordon St.

Alonzo, Caledonia
616 Lizardi St.

Amadee, Mary Ella
1642 Alabo St.

Anderson, Beatrice
1632 N. Claiborne

Anderson, Carrie Daur
2516 S. Galvez St.

Anderson, Dora
2602 Orleans St.

August, Gloria
1520 N. Derbigny St.

Aultman, Clarinda
3023 College St.

Baker, Earline
2518 Phillips St.

Banks, Marion
5312 Constance St.

Bickham, Amanda
2724 Saratoga St.

Blackwell, Mildred
1201 N. Prieur St.

Bowles, Doris Earline
2427 Louisa St.

Bozonier, Marguerite
2500 Touro St.

Breaud, Leonce
1523 N. Prieur St.

Brimmer, Bell
5323 N. Claiborne

Brooks, Millie M.
2415 Philip St.

Brown, Elvera M.
1829 Constantinople St.

Brown, Evangeline C.
1231 Elmira St.

Brown, Hazel
1125 Odeon St.

Brown, Idele
2812 General Taylor St.

Brown, Marguerite
3051 Clouet St.

Brumfield, Ruth
2540 Forstall St.

Bryant, Miriam
1332 Touro St.

Burkhalter, Ola Mae
2926½ Law St.

Burns, Elisabeth
2217 Dryades St.

Carr, Katie Ruth
2533 S. Rocheblave St.

Carter, Mary Louise
2024 Second St.

Clay, Alice
932 N. Villere St.

Clay, Helen
2018 Annette St.

Clemente, Lillie Mae
3011 Law St.

Coaston, Lucille
1933 Reynes St.

Coleman, Wilhelmina
3016 Thalia St.

Collins, Lula S.
2315 Clouet St.

Columbus, Juanita
4111 Melpomene St.

Cooper, Bessie
2927 Broadway

Courseault, Shirley Mae
1907 Allen St.

Cropper, Clara
1329 Andry St.

Dandridge, Dorothy
4810 N. Tonti St.

Darensburg, Irma
2529 S. Galvez St.

Davis, Elvera
2306 Louisa St.

Davis, Thelma
2306 Louisa St.

Delpit, Gloria
1721 New Orleans St.

Delpit Matilda
1721 New Orleans St.

Dixon, Gloria
2934 Pauger St.

Drake, Elisabeth
3201 S. Robertson St.

Duckett, Norma S.
1801 Hendee Ave.

Dufauchard, Arthemise
1513 N. Prieur St.

Eddington, Isabella
712 N. Rocheblave St.

Evans, Alice H.
2509 S. Claiborne Ave.

Ferguson, Pearl
1420 S. Galvez St.

Fernandez, Minnie Mae
1352 St. Anthony St.

Fountain, Genevieve
2621 S. Rocheblave St.

Francis, Edna
2218 Jackson Ave.

Franklin, Margaret
7726 Benjamin St.

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Allen, Victoria
1542 Gordon St.

Alonso, Caledonia
616 Lizardi St.

Amadee, Mary Ella
1642 Alabo St.

Anderson, Beatrice
1632 N. Claiborne

Anderson, Carrie Daur
2516 S. Galvez St.

Anderson, Dora
2602 Orleans St.

August, Gloria
1520 N. Derbigny St.

Aultman, Clarinda
3023 College St.

Baker, Earline
2518 Phillips St.

Banks, Marion
5312 Constance St.

Bickham, Amanda
2724 Saratoga St.

Blackwell, Mildred
1201 N. Prieur St.

Bowles, Doris Earline
2427 Louisa St.

Bozonier, Marguerite
2500 Touro St.

Breaud, Leonce
1523 N. Prieur St.

Brimmer, Bell
5323 M. Claiborne

Brooks, Millie M.
2415 Philip St.

Brooks, Myrtle
2110 St. Ann St.

Brown, Bessie
7303 Palm St.

Brown, Hazel
1125 Odeon St.

Brown, Idele
2812 General Taylor St.

Brown, Marguerite
3051 Clouet St.

Brumfield, Ruth
2540 Forstall St.

Bryant, Miriam
1332 Touro St.

Burkhalter, Ola Mae
2926½ Law St.

Burns, Elisabeth
2217 Dryades St.

Carr, Katie Ruth
2533 S. Rocheblave St.

Carter, Mary Louise
2024 Second St.

Clay, Alice
932 N. Villere St.

Clay, Helen
2018 Annette St.

Clemente, Lillie Mae
3011 Law St.

Coaston, Lucille
1933 Reynes St.

Coleman, Wilhelmina
3016 Thalia St.

Collins, Lula S.
2315 Clouet St.

Columbus, Juanita
4111 Melpomene St.

Cooper, Bessie
2927 Broadway
2708 Annunciation

Coston, Ethel
3321 Louisa St.

Coston, Lela Mae
3321 Louisa St.

Dandridge, Dorothy
4810 N. Tonti St.

Darensburg, Irma
2529 S. Galvez St.

Davis, Elvera
2306 Louisa St.

Davis, Thelma
2306 Louisa St.

Delpit, Gloria
1721 New Orleans St.

Delpit Matilda
1721 New Orleans St.

Dixon, Gloria
2934 Pauger St.

Drake, Elizabeth
3201 S. Robertson St.

Duckett, Norma S.
1801 Hendee Ave.

Dufauchard, Arthemise
1513 N. Prieur St.

Eddington, Isabella
712 N. Rocheblave St.

Evans, Alice H.
2509 S. Claiborne Ave.

Ferguson, Pearl
1420 S. Galvez St.

Fernandez, Minnie Mae
1352 St. Anthony St.

Fountain, Genevieve
2621 S. Rocheblave St.

Francis, Edna
2218 Jackson Ave.

Franklin, Margaret
7726 Benjamin St.

Franklin, Zearlee
1417 S. Galvez St.

Fulton, Vera
1712 Lizardi St.

828

Gabriel, Geneva
1472 Senate St.

Gamble, Indiana
3612 Dauphine St.

Gant, Mary
Box 459, Chalmette, La.

Gibson, Veoila
1234 Alabo

Givens, Catherine
1823 Foucher St.

Green, Dorothy
1904 Iberville St.

Green, Herise
3700 Thalia Pkwy.

Green, Jimmie Lou
2739 Metropolitan St.

Green, Louise
3026 Metropolitan St.

Griffin, Audrey
5515 N. Robertson

Griffin, Ethel E.
2226 Clouet St.

Griffin, Joyce M.
1520 N. Derbigny St.

Guidry, Mary A.
1715 N. Derbigny St.

Hall, Catherine J.
2037 Second St.

Harris, Freddie
2112 Delachaise St.

Harris, Mable
3911 Gibson St.

Haughton, Lula Mae
1905 Esther St.

Haynes, Gustavia
1120 Salcedo St.

Haynes, Ida
2826 Clouet St.

Head, Marguerite
3142 N. Tonti St.

Henderson, Alma
1724 Clio St.

Henderson, Victoria
2805 Cadis St.

Hicks, Rose M.
676 N. Galvez St.

Holden, Helen
1635 N. Prieur St.

Hollingshed, Jennie
3331 Louisa St.

Holmes, Alma Mae
3313 S. Liberty St.

Hood, Viola
2629 Josephine St.

Hubbard, Ruth
2004 Lafitte St.

Hughes, Ninnie Bell
3339 Louisa St.

Jackson, Dorothy
9300 Apricot St.

Jackson, Eleanora
2415 St. Philip St.

Jackson, Louise
3414 Willow St.

Johnson, Luella
8514 Plum St.

Johnson, Olivia
4103 Holly Grove St.

Johnson, Virginia
2704 Belmont Pl.

Jones, Edna
923 St. Ann St.

Jones, Shirley
2429 Montegut St.

Joshua, Olivia
6105 N. Robertson St.

Keeler, Johnnie Mae
1915 Tupelo St.

Kelly, Dorothy
3507 Pauger St.

Kimble, Alnetta
3620 Erato St.

Lanier, Elmarie
5116 Chartres St.

Lanier, Ernestine
5116 Chartres St.

LaRose, Gertrude
1406 St. Philip St.

Larrieu, Louis
1513 Andry St.

Leach, Ruth (nee Lee)
St. Bernard Parish, Arab.

LeBeaue, Edna
2133 Third St.

Lee Ruby
3051 Clouet St.

Lesire, Amelia
2749 St. Peter St.

Lewis, Audrey Ann
2830 Upperline St.

Lewis, Doris
2026 Feliciana St.

Lewis, Leonard L.
1305 Semmes St.
Box A-75, Algiers, La.

Lockett, Marie
2016 Alabo St.

Lodge, Kathleen
515 Lizardi St.

Lyons, Lorraine
2119 Pauger St.

Margin, Eleanor
2222 Jackson Avenue

Marshall, Dorothy
3322 Abundance St.

Marshall, Willie Lee
2309 Louisa St.

Martin, Eliska
2716 Conti St.

Martin, Victoria
932 N. Villere St.

Matthews, Gloria
5212 N. Claiborne

McGee, Vivian
2321½ Delachaise St.

McKinnie, Leotha
1014 St. Claude St.

Merridith, Geraldine
2521 Forstall St.

Myers, Mandy
2804 Cherry St.

Monette, Roberta
7701 Olive St.

Montgomery, Bessie
925 Deslonde St.

Moore, Orelia
9036 Belfast

Moten, Lena Mae
2620 St. Maurice Ave.

Mouton, Gloria
3537 Alfred

Nash, Adele R.
1917 Delachaise St.

Newman, Marietta
2530 Freret St.

Newton, Rosie Lee
1513 Andry St.

Nicholas, Clotilde
2801 Monticello St.

Parker, Shirley
3507 Pauger St.

Patterson, Elnora
4032 Eve St.

Patterson, Pearl
2086 Law St.

Penn, Gloria
2210 Flood St.

Phillips, Louise E.
1304 St. Anthony St.

Pierre, Eloise
2611 Danneel St.

Powell, Melvina
1624 Lizardi St.

Randall, Edna
1510 Flood Street

Rapp, Gloria
2735 Peniston St.

Recasner, Isabella
1306 Gordon St.

Reed, Dorothy K.
6101 N. Galvez St.

Reeves, Merlie
3128 Laussat Pl.

Richards, Eucharist
1407 Annette

Richardson, Rose
2621 S. Rocheblave St.

Robertson, Adele Lewis
3404 Momus Court

Rollins, Geraldine
2521 Charbonnet St.

Rose, Louise
1828 Pauger St.

Rubit, Dorothy
1305 Socrates St.

Rubit, Dorothy B.
1707 Nunez St.

Sanders, Ada
Rt. 1, Box 351
Chalmette, La.

Sawyer, Ellen
1923 Egania St.

Scott, Dolores
3923 Buchanan St.

Seaton, Rebecca
2321½ Delachaise St.

Shelton, Clara M.
2521 Forstall St.

Sims, Evelyn
1935 Delachaise St.

Simpson, Lillian
3509 Thalia St.

Smith, Leonardine
2817 Marigny St.

Smith, Octavia
1721 Marais St.

Stevens, Kate
7804 Macon St.

Stewart, Millie L.

Taplin, Dorothy Mae
1307 S. Genois St.

Tate, Mary H.
730 S. Rendon St.

Thomas, Luvenia
1500 Lamanche St.

Thomas, Mary
3115 Metropolitan St.

Thomas, Mignonette
5444 N. Robertson St.

Thomas, Shirley
1514 Andry St.

Thornton, Jesenu A.
2307 Dryades St.

Valentine, Hilda
2335 Pauger St.

Wade, Maude
7916 Nevada, Kenner, La

Walker, Hattie
2621½ LaSalle St.

Washington, Beatrice
2332 Winthrop St.

Washington, Lula M.
1415½ Clara St.

Watford, Fannie M.
2510 Lamanche St.

Watson, Mable
1518 Ursuline St.

Weber, Theresa
1300 Keppler St.,
Gretna, La.

White, Beatrice H.
2631 S. Johnson St.

Williams, Alice
2007 LaSalle St.

Williams, Helen
2607 Deslonde St.

Williams, Lucy
2732½ Conti St.

Williams, Marian
2323 Washington Ave.

Woodfork, Yvonne

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Myers, Mandy
2804 Cherry St.

Monette, Roberta
7701 Olive St.

Montgomery, Bessie
925 Deslonde St.

Moore, Orelia
9036 Belfast

Moten, Lena Mae
2620 St. Maurice Ave.

Mouton, Gloria
3537 Alfred

Nash, Adele R.
1917 Delachaise St.

Newman, Marietta
2530 Freret St.

Newton, Rosie Lee
1513 Andry St.

Nicholas, Clotilde
2801 Monticello St.

Parker, Shirley
3507 Pauger St.

Patterson, Elnora
4032 Eve St.

Patterson, Pearl
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1304 St. Anthony St.

Pierre, Eloise
2611 Danneel St.

Powell, Melvina
1624 Lizardi St.

Randall, Edna
1510 Flood Street

Rapp, Gloria
2735 Peniston St.

Ray, Wilhelmina
2831 General Taylor St.

Reeves, Merlie
3128 Laussat Pl.

Richards, Eucharist
1407 Annette

Richardson, Rose
2621 S. Rocheblave St.

Robertson, Adele Lewis
3404 Momus Court

Rollins, Geraldine
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Rose, Louise
1828 Pauger St.

Rubit, Dorothy
1305 Socrates St.

Rubit, Dorothy B.
1707 Nunez St.

Sanders, Ada
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Chalmette, La.

Sawyer, Ellen
1923 Egania St.

Scott, Dolores
3923 Buchanan St.

Seaton, Rebecca
2321½ Delachaise St.

Shelton, Clara M.
2521 Forstall St.

Sims, Evelyn
1935 Delachaise St.

Simpson, Lillian
3509 Thalia St.

Smith, Leonardine
2817 Marigny St.

Smith, Octavia
1721 Marais St.

Stevens, Kate
7804 Macon St.

Stewart, Millie L.
1918 Second St.

Thomas, Luvenia
1500 Lamanche St.

Thomas, Mary
3115 Metropolitan St.

Thomas, Mignonette
5444 N. Robertson St.

Thomas, Shirley
1514 Andry St.

Thornton, Jesenu A.
2307 Dryades St.

Valentine, Hilda
2335 Pauger St.

Wade, Maude
7916 Nevada, Kenner, La

Walker, Hattie
2621½ LaSalle St.

Washington, Beatrice
2332 Winthrop St.

Washington, Lula M.
1415½ Clara St.

Watford, Fannie M.
2510 Lamanche St.

Watson, Mable
1518 Ursuline St.

Weber, Theresa
1300 Keppler St.,
Gretna, La.

White, Beatrice H.
2631 S. Johnson St.

Williams, Alice
2007 LaSalle St.

Williams, Helen
2607 Deslonde St.

Williams, Lucy
2732½ Conti St.

Williams, Marian
2323 Washington Ave.

Woodfork, Yvonne
2223 London Ave.

Zeno, Audrey
1916 Constantinople St.

SUPPLEMENTAL EXHIBIT II (a)

Attached are copies of correspondence, in chronological order, between the Board and respondent's attorney pertaining to the question of compliance. This correspondence is in addition to the exhibits which were attached to the original motion. As far as respondent is aware, the attached correspondence, together with the exhibits attached to the original motion, represents all of the correspondence passing between the Board and respondent's attorney on the question of compliance. If any other correspondence between the parties exists, copies thereof have not been located in the files of respondent's attorneys.

For the sake of completeness, also contained in Exhibit II—A, in proper chronological order, is a copy of the motion and corresponding order extending the time to answer the Specification to January 4, 1962.

NATIONAL LABOR RELATIONS BOARD

September 13, 1957

Re: *J. H. Rutter-Rex Mfg. Co. Inc.*
Cases Nos. 15-CA-721 and 723

Henry J. Read, Esq.
Montgomery, Barnett, Brown & Read
804 National Bank of Commerce Bldg.
New Orleans 12, Louisiana

Dear Mr. Read:

Your letter of September 11, 1957 has been referred to me for reply.

It is, of course, the position of this office that the Notice which was issued as a part of the Decree in this matter should be posted in accordance with the requirements of the Decree at the Franklinton plant of the Employer unless the Decree is modified to provide for the posting of a different notice.

When you discussed with me a possible amendment of the Decree, it was my understanding that you were concerned with the possibility that the wording of the Decree would indicate to the Franklinton employees that the Company was obligated to recognize the Amalgamated Clothing Workers of America as their bargaining agent at the Franklinton plant. At the time, I pointed out to you that the Respondent's obligations to recognize and bargain with the Union were clearly defined in the Notice if the entire notice was read, inasmuch as the bargaining unit was set forth in the Notice and confined to employees at the New Orleans plants of the Respondent. In suggesting the possibility of a stipulation which might form the basis of an amendment to the Decree, I did not have in mind the complete elimination of any reference to the Respondent's obligation to recognize and bargain with the Amalgamated Clothing Workers of America. This office would not be agreeable to any stipulation providing for the complete exclusion of any reference to such an obligation. As a matter of fact, we have no desire to have the Notice modi-

fied in any respect. As a matter of practicality, however, if some slight change in the wording could be made which would prevent any misunderstanding on the part of the Franklinton employees, we would have no objection to an amendment of the Notice in this respect. We would not, however, be the moving party in securing any amendment to the Notice, and such proposed amendments of the Decree as you would seek to have made would have to be initiated by your office. If such pleadings were forwarded to this office for our agreement, they would then be submitted to the General Counsel for a final decision in this respect.

It was my impression that what you intended to propose was a modification of the opening paragraph of the Notice by inserting after the word "employees" in the second line the words "at our three New Orleans plants," which would further emphasize the fact that the Employer was not, by posting the Notice, indicating an agreement to bargain with respect to employees at the Franklinton plant. Of course, I do not know at this time whether or not the General Counsel would be agreeable to such a modification of the Decree insofar as it would apply to the Franklinton plant. However, we would certainly have no objections to such a modification were it proposed.

I am sure that our disagreement with the particular modification of the Order which you have proposed does not in any way affect your right to petition the Court directly for such amendments as you may deem necessary and desirable. In any event, unless and until there is a modification of the Decree and the Notice, we would have no alternative but to insist that the Notice, which is a part of the Decree, be posted in compliance with Paragraph 2 (d) of the Decree.

Very truly yours,

CHARLES M. PASCHAL, JR.
Chief Law Officer

CMP:mr

March 29, 1960

Mr. John H. Immel, Jr.
Compliance Examiner
National Labor Relations Board
820 Lowich Building
2026 St. Charles Avenue
New Orleans 13

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.
Cases Nos. 15-CA-721 and 723

Dear Mr. Immel:

I have your letter of March 22 with reference to the above matters. I should like to discuss its contents with Mr. J. H. Rutter before replying, and Mr. Rutter is in New York at this writing. Upon his return, which should be toward the end of this week, I will be in touch with him and then let you have a reply to your letter.

Yours very truly,

HENRY J. READ

cc: Mr. J. H. Rutter
P. O. Box 3068 Bywater Station
New Orleans

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone EXpress 2411
Night TUlane 8320

April 7, 1960

J. H. Rutter-Rex [illegible] Co., Inc.
15-CA-721 and 15-[illegible]

Henry J. Read, Esquire
Montgomery, Barnett, Brown & Read
804-807 National Bank of Commerce Bldg.
New Orleans 12, Louisiana

Dear Mr. Read:

As indicated to you in our telephone conversation this date, we discovered that we did have correspondence from you subsequent to the September 11th letter referred to in our March 22nd letter. At your request we are supplying copies of this correspondence. Because we raised a question about the posting of notices at the Franklinton Plant, we are also enclosing a copy of Mr. Paschal's letter to you, dated September 13, 1957, which may refresh your recollection in respect to this problem.

I will meet with you at 2:00 p.m. on Tuesday, April 12, 1960. Thank you kindly for your response.

Very truly yours,

/s/ John H. Immel, Jr.
JOHN H. IMMEL, JR.
Compliance Examiner

Enclosures

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone EXpress 2411
Night TUlane 8320

April 15, 1960

J. H. Rutter-Rex Manufacturing Company, Inc.
Case Nos. 15-CA-721, 723, and 843

Henry J. Read, Esquire
Montgomery, Barnett, Brown
& Read
804-807 National Bank of Commerce
Building
New Orleans 12, Louisiana

Dear Mr. Read:

Enclosed are copies of the original charge in case 15-CA-843 and its attachments filed June 29, 1955, the first amended charge filed August 2, 1955, and its attachments, and of the second amended charge filed January 12, 1956, and its attachments. The charge was withdrawn October 31, 1957, and withdrawal approved on that date.

If there is any other material that will assist you in consideration of the problems raised by these cases which we may supply you, please fell free to call upon us.

I trust in the near future we may have a response to our request for the privilege of examining the payroll and Social Security records.

Very truly yours,

/s/ John H. Immel, Jr.
JOHN H. IMMEL, JR.
Compliance Examiner

Enclosures

April 21, 1960

Mr. John H. Immel, Jr.
Compliance Examiner
National Labor Relations Board
820 Lowich Building
2026 St. Charles Avenue
New Orleans 13

J. H. RUTTER-REX MANUFACTURING CO., INC.
Cases Nos. 15-CA-721 and 723

Dear Mr. Immel:

With regard to your request to see the personnel and social security records of the subject company, I have arranged for you and me to have access to these records on Tuesday, April 26, at 10:00 a.m. If it meets with your convenience, I would suggest that you meet me at my office at about 9:45 and we can go down to the plant together.

Yours very truly,

HENRY J. READ

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone EXpress 2411
Night TUlane 8320

April 22, 1960

J. H. Rutter-Rex Manufacturing Company, Inc.
Case Nos. 15-CA-721 and 723

Henry J. Read, Esq.
Montgomery, Barnett,
Brown & Read

804-807 National Bank
of Commerce Building
New Orleans 12, Louisiana

Dear Mr. Read:

Thank you for your letter of April 21. I will call at your office at 9:45 a.m. on Tuesday, April 26, as you have suggested.

Very truly yours,

/s/ John H. Immel, Jr.
JOHN H. IMMEL, JR.
Compliance Examiner

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone EXpress 2411
Night TUlane 8320

April 26, 1960

J. H. Rutter-Rex Manufacturing Company, Inc.
15-CA-721 & 723

Henry J. Read, Esquire
Montgomery, Barnett, Brown
& Read
804-807 National Bank of
Commerce Building
New Orleans 12, Louisiana

Dear Mr. Read:

Following our meeting with Mr. Eugene Rutter this morning, at which time it was agreed that the undersigned would call at the plant on Thursday, April 28, 1960, at 9:00 a.m., for the purpose of inspecting payroll records, it became apparent that it would materially assist this investigation if we could have someone from Rutter-Rex go through the 1955 payrolls and indicate by code number the job performed by each employee. As you will recall, this was done on the 1954 strike payroll which was submitted to this office sometime ago. For that reason it would not be necessary to do the same for the 1954 payroll. It is my hope that this letter will reach you Wednesday morning in time not to seriously inconvenience the payroll department of Rutter-Rex.

Your cooperation in this matter will be sincerely appreciated.

Very truly yours,

/s/ John H. Immel, Jr.
JOHN H. IMMEL, JR.
Compliance Examiner

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone 529-2411
Night 524-8320

December 2, 1960

Re: J. H. Rutter-Rex Mfg. Co., Inc.
Cases Nos. 15-CA-721 and 723

Henry J. Read, Esquire
Montgomery, Barnett, Brown & Read
804-807 National Bank of Commerce Bldg.
New Orleans 12, Louisiana

Dear Mr. Read:

In accordance with the Decree of the United States Court of Appeals for the Fifth Circuit, in the case of *National Labor Relations Board* v. *J. H. Rutter-Rex Mfg. Co. Inc.*, No. 16422, dated August 19, 1957, this office requests that the Company make available for examination and copying, all personnel records containing employees' addresses, social security numbers, clock numbers, and reasons for terminating employment with the Company.

It is suggested that these records be made available during the week beginning December 12, 1960.

Please notify me whether this meets with your approval.

Very truly yours,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

cc: J. H. Rutter-Rex Mfg. Co. Inc.
3725 Dauphine Street
New Orleans, Louisiana
(Registered Mail-Return Receipt Requested)

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone 529-2411
Night 524-8320

April 19, 1961

REGISTERED MAIL

J. H. Rutter-Rex Mfg. Co., Inc.
Cases Nos. 15-CA-721 and 723

Henry J. Read, Esq.
Montgomery, Barnett, Brown & Read
804-807 National Bank of Commerce Building
New Orleans 12, Louisiana

Dear Mr. Read:

In accordance with the Decree of the United States Court of Appeals for the Fifth Circuit in the above-captioned cases, this office requests that the Company make available at the Company's office for examination and copying, including microfilming, the Company records including the following:

1. All applications for employment at the Company since the strike began of persons on the attached list "A".
2. Any records, including individual production and personnel record cards, of the persons whose names appear on the attached lists "A" and "B" which will indicate the following:

   a) Exact date(s) each person's employment began and ended and the reason for terminating said employment, as well as dates of leave(s) of absence for said persons.
   b) Operation(s) performed by said persons during their period(s) of employment at the Company and dates when performing each operation.

c) Rate of earnings of said persons during the period(s) of employment at the Company since January 1954.

3. Payroll records covering the period from January 1, 1954 to the present which show the earnings of all employees for bi-weekly and quarterly periods; and, in addition, the operations performed by all employees during said periods if available on said payroll records.

It is requested that these records be made available beginning at 9:00 a.m., May 1, 1961.

Request you confirm this arrangement at an early date.

Very truly yours,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

Encls. (2)

cc: J. H. Rutter-Rex Mfg. Co., Inc.
3725 Dauphine Street
New Orleans 17, Louisiana

April 25, 1961

Mr. Gilbert P. Cohen, Attorney
NATIONAL LABOR RELATIONS BOARD
Fifteenth Region
820 Lowich Building
2026 St. Charles Avenue
New Orleans 13

J. H. Rutter-Rex Mfg. Co., Inc.
Cases 15-CA-721 and 723

Dear Mr. Cohen:

I refer to your letter of April 19 with reference to the above company and to our conversation a few moments ago during which it was agreed that you would meet with me in my office on Monday, May 8, at 9:30 a.m. in order to discuss the nature and extent of the request for information contained in your letter.

Yours very truly,

HENRY J. READ

cc: Mr. Eugene J. Rutter

LAW OFFICES
MONTGOMERY, BARNETT, BROWN & READ
804-807 National Bank of Commerce Building
New Orleans 12, La.

Richard B. Montgomery
Walter M. Barnett
Wood Brown
Henry J. Read
John Phelps Hammond
Peter H. Beer
John Walker Read, III
Albert Mintz

John B. Gooch, Jr.

May 17, 1961

Mr. Gilbert P. Cohen, Attorney
NATIONAL LABOR RELATIONS BOARD—15th Region
820 Lowich Building
2026 St. Charles Avenue
New Orleans 13

J. H. Rutter-Rex Mfg. Co., Inc.
Cases 15-CA-721 and 723

Dear Mr. Cohen:

In accordance with our telephone conversation of Wednesday, May 10, I am replying to your letter of April 19, 1961 on behalf of J. H. RUTTER-REX MANUFACTURING COMPANY, INC., and setting forth herein the company's suggestion as to the most expeditious and convenient manner of submitting the information which is necessary for you to satisfy yourself that the company has fully complied with the decision of the Fifth Circuit Court of Appeals as it pertains to the reinstatement of those employees who were strikers.

The company is in the process of preparing and will submit to you when prepared a list of the names of all of the strikers who applied for reinstatement after the termination of the strike, and the dates upon which applications were received from each employee. This will give you the information referred to in paragraph 1 of your letter of April 19.

The company is also preparing and will submit to you when prepared a list of those persons appearing on your "A" list and "B" list indicating the exact date on which each person's employment began and ended, the reason for termination in each case, and the dates of any leaves of absence taken by the employees on the lists. The list will indicate the operation performed by each employee for the periods in question and the rate of earnings from January 1954 through the year 1958. Until such time as it appears that current production rates and current rates of earnings are pertinent to the Board's present inquiry, the company would prefer not to include that information on the list submitted at this time. This information would appear to satisfy the request in part 2 of your letter of April 19.

If we are correct in understanding that your list "A" includes the names of all employees on the strike list who claimed to have applied for re-employment, and that your list "B" includes the names of those employees who were hired by the company at some time after the strike began, it would appear that the information requested in part 2 pertaining to lists "A" and "B" should enable the Board to determine whether or not there has been compliance with the decree, and part 3 of your letter seems to be a duplication of much or all of the information requested in part 2. As stated above, the company would like to defer the production of current payroll records until such time as their pertinence to your inquiry becomes apparent.

After this information is submitted to you it will be a relatively simple matter for you to conduct whatever examination of the company's records is necessary to satisfy the Board that the company's information as submitted is accurate. The company feels that it will be more convenient for you, will consume less of the company's time, and will cause less inconvenience to the company's employees if you will follow this suggestion in developing and checking the information you request.

The company feels that the representatives of the Board have already delayed to an unreasonable extent the processing of the compliance phase of this case. With regard

to the re-employment problem, there were many instances in which the company's dealings with a particular employee were a matter of oral conversation and not a matter of writing, and the passage of almost six years may in some instances make it more difficult for the company to establish what transpired than would have been the case if the Board had promptly processed whatever compliance procedures it deems proper.

A review of this matter indicates that the company has, on the many occasions on which the Board has made demands upon it for information, furnished that information promptly. Since 1957 the company has stated to the Board that it has fully complied with the order of the Circuit Court of Appeals and has cooperated with the Board in every way in an effort to have this matter brought to a close. On October 24, 1957, the company furnished, at the Board's request, a list of the employees on the payroll at the time of the strike who had applied for work after the strike terminated. Also in October of 1957 the company furnished payroll records for 1954 reflecting the rate of pay per hour, the earnings of each employee on the strike list, the operation number of each employee, the date upon which each striker re-applied, and the date on which each was re-hired.

Nothing further was heard from the Board until March 22, 1960, during which interval the company was under the impression that the Board agreed, based on the information furnished by the company, that satisfactory compliance had occurred. Mr. Immel's letter of March 22, 1960 requested the company to make available "payroll records, social security payment records, personnel records and reports necessary to analyze the amounts of back pay due and the rights of employment of strikers," Mr. Immel's request was complied with, and the records he asked for were made available to him. While I am not certain of the length of time which Mr. Immel spent in the company's offices going over the records he had requested, I am informed by the company that he was at the plant for more than a week and possibly two weeks in April of 1960.

With the departure of Mr. Immel, the company was certainly justified in believing that it had fulfilled its obligation to furnish information to the Board. However, again in December 1960, the company was requested, this time in a letter from Mr. Cohen, to "make available for examination and copying, all personnel records containing employees' addresses, social security numbers, clock numbers and reasons for terminating employment with the company". I understand that Mr. Jones and Mr. Cohen spent two additional days going over the records which the company furnished you in accord with your request of December 2, 1960. Although the company has already given you all information which could possibly be pertinent to the Board's inquiry, and has given the Board's representatives access to the records themselves for a period totalling several weeks, the company is now met with the sweeping request contained in your letter of April 19. It is of course obvious that each request for information is a source of inconvenience and expense to the company, since it disrupts the normal operation of the personnel and payroll departments and requires the employees in those departments to spend substantial amounts of time away from their regular duties in going through old files and gathering the requested information. It is for this reason that the company feels that it is justified in now suggesting a procedure which will minimize the added inconvenience and expense which would be involved in again having its personnel and payroll departments disrupted.

The company's position at this time is, as it has been since 1957, that it has complied with the requirements of Judge Brown's opinion. The company further feels that it has long since given the Board all of the information which the Board requires in order to determine for itself any questions of compliance. We accordingly hope that the Board will accept the information now being compiled as a means of expediting your work and minimizing further inconvenience to the company.

Yours very truly,

(Signed) HENRY J. READ
HENRY J. READ

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone 529-2411
Night 524-8320

May 25, 1961

Re: J. H. Rutter-Rex Mfg. Co. Inc.
Cases Nos. 15-CA-721 and 15-CA-723

REGISTERED MAIL

Henry Read, Esq.
National Bank of Commerce Building
New Orleans, Louisiana

Dear Mr. Read:

In reply to your letter of May 17, 1961, containing the Company's suggestion to this office's request in its letter dated April 19, 1961, to have made available certain Company records for examination and copying in connection with the above-captioned case, please be advised that your suggestion is not acceptable to the Region. After giving consideration to your suggestion, it is our position that the Company make the said records available pursuant to the request in our letter of April 19, 1961.

Your suggestion does not comply with our request or with the Decree of the Fifth Circuit Court of Appeals in this case. Moreover, we do not agree that your suggested method is the most expeditious and convenient manner of fulfilling our request.

As this office has previously informed you, we do not have information to indicate that you have complied with the Court Decree. Further, the information we now have indicates that you have not and are not now complying. Therefore, it becomes increasingly important that you make available the requested records.

Your suggestion is not acceptable because it will cause further delay. You did not state in your letter of May 17

when you will submit the information to us pursuant to your sugg tion. Furthermore, in your telephone conversation with Mr. Cohen of this office on May 10, 1961, you said that you did not know when the information would be submitted but merely that the Company had already begun to compile it. As you will recall, in our letter of April 19, we informed you that we were going to use a microfilmer to copy the requested records. By the use of this method of copying, we will be able to secure the information from the records in the most expeditious manner possible.

Your suggestion is also not acceptable because it is not the most convenient method of fulfilling our request. Your suggestion necessitates that you gather the requested records from your files on two occasions instead of only one. As you made mention in your letter of May 17, the Company furnished on October 24, 1957, a list purporting to be "the employees on the payroll of the Company at the time that the strike was called who applied for work after the strike terminated" and which also purported to reflect "the date each applied for work following the termination of the strike and the date they were actually returned to work." Our investigation has indicated that this list appears to be both incorrect and incomplete in many instances. Therefore, the office feels that it would have to verify from your records all information which you would submit pursuant to your suggestion. As you can readily see, this would require that you would have to gather the requested records to compile the information to submit to us and that on a second occasion you, again, must pull the records from your files to make them available for us to verify the information.

From the above, it becomes apparent that your suggestion is both time consuming and inconvenient to all concerned.

It should be noted that your suggestion does not consider our request for certain records in paragraph num-

ber one of our letter of April 19, in which we request "All applications for employment at the Company since the strike began of persons on the attached list 'A'." In your letter of May 17, in reply to the request, it was your suggestion that you prepare "a list of the names of all of the strikers who applied for reinstatement after the termination of the strike, and the dates upon which applications were received from each employee" in lieu of fulfilling our request. As I have previously pointed out in this letter, you have submitted such a purported list to us on October 24, 1957, which we have found to be incorrect. We have this list and do not need another copy of it. If you will compare the list "A" enclosed in our letter of April 19 with the list you submitted in 1957, you will find that they are not identical. As to those names that are the same, we now want to inspect your records to verify the information submitted. As to the persons not included in the list you submitted in 1957, you have not, in any manner, agreed to make available the records or information requested in paragraph number one of our letter of April 19.

The Region takes issue with you regarding your position that a portion of those records requested in paragraph 2(c) and all of those records requested in paragraph number three of our letter of April 19, 1961, are not now "pertinent to the Board's present inquiry." As I stated above, our information indicates that you have not complied and are not now complying with the Decree.

This information further indicates that back pay for some persons may still be accruing. Therefore, the records concerning replacement workers employed from the beginning of the strike to the present time becomes immediately pertinent to our invstigation. You have only made available in the past Social Security quarterly reports and yearly consolidated payrolls for 1954 and 1955. As a result, we have not had an opportunity to determine whether there have been any new replacement employees hired since 1955. The records requested in paragraph three in our

letter of May 19 will be necessary to assist us in making that determination. Also, these records are now necessary to assist us in determining an appropriate formula to compute gross back pay if any is found due. Payroll data for *all* employees is necessary to make this determination and not just for the strikers and replacement workers. The period of inquiry is from 1954 to the present and not just through 1958 as you have indicated in your letter.

The records requested in paragraph number one is material since the Decree requires applications for reinstatement before strikers are entitled to job reinstatement. The records described in paragraph 2(a) are necessary to assist in determining who are strikers, when they were reinstated pursuant to the Decree, and to determine who are replacement workers and the extent of their employment. You have already supplied this office with some of the information requested in paragraph 2(a) found in the October 24, 1957 list. We do not need this information again, but we now need to inspect the records in accordance with our present request. Paragraph 2(b) is necessary to establish whether and when positions became available for strikers following applications for reinstatement pursuant to the Decree.

In regard to your allegation that the Company feels that the Board has "already delayed to an unreasonable extent the processing of the compliance phase of this case," I want to point out that much of the cause for this lapse of time since the Decree was caused by the Company. The inadequate and inaccurate list the Company furnished this office on October 24, 1957, which has been previously referred to in this letter, has caused us to have to conduct a full and extensive investigation to determine whether any persons were discriminated against within the meaning of the Decree. This has meant that we had to contact and interview, in many instances, hundreds of persons who were potential discriminatees. It has been a long and difficult task. This type task was envisioned by Judge Brown as reflected in his opinion in the case.

The Company has further prolonged this case by its time consuming meetings following each request to see

the records. Mr. John Immel, our former compliance examiner, by letter of March 22, 1960, requested the Company to make available certain records at an early date. Due to a series of negotiations prompted by the Company, it was not until April 28, 1960, or thereafter, that the records were made available. This was the first occasion

that this office inspected Company records. Mr. Immel spent approximately five to seven days at the Company. The Company made available *only* the Social Security quarterly reports and the yearly consolidated payroll reports for the years 1954 and 1955.

Our only other request to inspect and copy records was made by letter dated December 2, 1960, requesting certain records be made available on December 12, 1960. As a result of a series of negotiations requested by the Company, the records were not made available until December 19, 1960. During these negotiations, Mr. Cohen and Mr. Jones, of this office, explained the status of the investigation and the necessity for further requests for inspecting records in the future as the investigation further progressed. The Company made no objections at that time. The Company made available to Mr. Cohen and Mr. Jones certain personnel and production cards of a list of persons furnished to the Company. The purpose of that inquiry was to determine whether those persons were strikers and to find where they could be located. This was necessitated by the inaccurate list furnished this office by the Company in 1957. Because the Company could not locate certain cards for persons appearing on the furnished list, the 1954 consolidated yearly payroll report and the 1954 Social Security Quarterly reports were requested during that visit to the Company to determine whether those persons were employed by the Company in 1954. No other records were requested at that time. Mr. Cohen and Mr. Jones spent approximately two days at the Company.

Our present request to have made available certain records was made by letter dated April 19, 1961, requesting the records to be made available for examination and copying, *including microfilming*, on May 1, 1961. Due to Company prompted negotiations those records have not been made available as of the date of this letter. During a meeting in your office on May 8, 1961, attended by Mr. Cohen and Mr. Jones, the materiality of the requested records was explained to you. At that time you agreed to the materiality of the records and to make the records available during that week, following a meeting you were to have with Company officials. In fact, you agreed to have them available the next day, if the necessary arrangements could be made. No mention was made at that time of your present suggestion. It was not until May 11 that you brought up this suggestion, and on that date you were requested to submit it in writing to avoid any misunderstandings. The letter was not received by this office until May 23.

It is clear from the above that much of the fault of the lapse of time since the Decree must be attributed to the Company.

In your letter you made reference to payroll records for 1954 which you furnished this office in the year 1957. To clarify the point, you furnished one payroll covering a two week period for the payroll period ending April 17, 1954, containing a list of names of all employees on that payroll, their operation for that period, the hours worked for that period, their earnings for those two weeks, their rate of pay per hour for that period, and their clock number.

It must be noted that most of the records now requested have not been made available to this office at any time in the past. Certainly, from the foregoing, the present pertinency and materiality of the requested records are unquestionable.

The Board agents will use every means possible not to be disruptive to the Company in its conduct of its business and to be of the least possible inconvenience to it while at the Company inspecting and copying the records. The use of portable microfilming equipment should shorten their stay at the Company for the convenience of everyone.

For the above reasons, I have no other alternative but to notify you at this time that in the absence of a reply by the Company to make the requested records available as set forth in our letter of April 19, 1961, on a date no later than ten days from the receipt of this letter, I will recommend that contempt proceedings be instituted in the United States Court of Appeals for the Fifth Circuit.

Very truly yours,

/s/ John F. LeBus
JOHN F. LEBUS,
Regional Director
National Labor Relations Board
Fifteenth Region

cc: J. H. Rutter-Rex Mfg. Co. Inc.
(Sent by Registered Mail)

June 1, 1961

CERTIFIED No. 758797—RRR

Mr. John F. LeBus, Regional Director
National Labor Relations Board—15th Region
820 Lowich Building
2026 St. Charles Avenue
New Orleans 13, Louisiana

RE: J. H. Rutter-Rex Mfg. Co. Inc.
Cases 15-CA-721 and 15-CA-723

Dear Mr. LeBus:

I have your letter of May 25 in reply to mine of May 17. I have carefully reconsidered my letter and do not find in it any indication that the company is unwilling to furnish such information as may be required by the Decree. Nor has anything transpired since the opinion of the Court in 1957 which provides a basis for concluding that the company has not complied promptly and fully with the requirements of the Decree. I might add that the writer's conversations with your Mr. Cohen contained no suggestion that he considered the company's request in its letter of May 17 unreasonable. When I advised Mr. Cohen that the company was assembling the information in line with my letter of May 17, 1961, he gave no indication that the information in that form would not be satisfactory, but simply advised the writer that he would consult with his superiors at the Board and that we would be officially notified in due course. While I cannot say that Mr. Cohen had indicated approval of the plan suggested in my letter of May 17, I certainly can say that he did not react to the suggestion in any way which would have led the company or the writer to expect your threatening reply of May 25.

Your letter seems almost designed to lead the company into a course of conduct which could perhaps be construed as inconsistent with the requirements of the Decree. If this is your intention it parallels the conduct of the negotiators for the Amalgamated Clothing Workers who, at a meeting on March 9, 1960, insisted that the company sign

a written contract, and when the company agreed to sign it, refused to sign it themselves. The company charged at that time that the union was perhaps more interested in creating legal pitfalls for the company than it was in reaching an agreement. Your letter of May 25 suggests that possibly you are more interested in having the company refuse to give the Board's agents access to its records, thus supplying you with a basis for seeking a contempt citation when none now exists, than you are in completing the compliance phase of this case.

It would serve little purpose to review your letter in detail. However, I do note that you go to great lengths to document delays of several days on the company's part in response to various requests received from the Board from time to time. We do not think that the Fifth Circuit Court of Appeals or anyone else will be particularly impressed with your concern with such delays after you permitted this case to remain dormant in your office from October 1957 until March of 1960. As Mr. Immel stated in his letter to the writer of March 22, your office is "in the position of having delayed action in this matter over a period of several years".

You refer to certain inaccuracies in the information which has been furnished to you by the company from time to time. You apparently have not considered the possibility that the information which you got from other sources may be inaccurate. If there are any inaccuracies in any information submitted to you by the company, they were inadvertent. Dealing with a large list of names it is perhaps inevitable that some inaccuracies will exist. However, it was never the company's suggestion that any information which it furnished be accepted as a basis for action without affording the Board's agents an opportunity to conduct whatever check of the company's records may have been required to satisfy themselves concerning the accuracy of the information submitted. It is unfortunate that Mr. Cohen did not suggest to the writer that it would be futile for the company to prepare the information in the form referred to in my letter of May 17, 1961. If he had, then the company would not have gone

to the trouble of preparing the information. Mr. Cohen did not tell the writer that the company should not proceed with the preparation of the information, but rather inquired of the writer when he thought the information would be available. Under these circumstances, the company of course did not defer the preparation until we had your official reply, and the result of this has been that the company has spent a great deal of time preparing a lot of information which you now say you find unacceptable.

It is obvious that the procedure suggested by the company would save a great deal of time on the company's part as well as on the part of your representatives. My letter of May 17, after reviewing the amount of time which has been devoted to this case by the company's personnel and payroll departments, stated that "the company feels that it is justified in now *suggesting* a procedure which will minimize the added inconvenience and expense which would be involved in again having its personnel and payroll departments disrupted". You have apparently construed this language, for purposes of your own, as a refusal to accord the Board's agents access to the company's records. You are of course entitled to interpret the language of my letter in any way you see fit, but the writer is authorized to advise you that the company would not be at all concerned about the prospect of a contempt proceeding based upon the record as it now stands.

If it is the intention of your letter to antagonize the company into taking a stand which it has not taken heretofore, the company prefers not to accommodate you. If either Mr. Jones or Mr. Cohen has indicated to you that the company has, at any time, refused to make available the records necessary for an analysis of the rights of those employees affected by the Decree in this case, they have misled you. From the writer's dealings with Mr. Cohen and Mr. Jones, he finds it hard to believe that either of them would have misrepresented the company's position, but it is also difficult to understand the threat contained in the last paragraph of your letter except on the as-

sumption that you are not familiar with what has transpired in the compliance phase of this case.

Since you apparently do not want any assistance from the company's personnel in compiling the information pertinent to the Decree, the company will make available the records to which your letter refers and your representatives will be given an opportunity to compile it for themselves. As to the date on which you can begin this task, the company suggests Thursday, June 8, at 9:00 A.M.

As to your request that you be permitted to microfilm the records, the company would prefer that this not be done unless it is clearly required by the terms of the Decree. The writer is not aware of any authority in the decisions of the courts or the Board which requires a respondent to permit the microfilming of its records, but if such authority exists, the company would like to have that authority brought to its attention.

Yours very truly,

HENRY J. READ

cc: J. H. Rutter-Rex Mfg. Co., Inc.

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(Additional charges required for these services)

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Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

NATIONAL LABOR RELATIONS BOARD
FIFTH (ninth) REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Dorothy H. Burk

DATE DELIVERED

6-5-59

ADDRESS WHERE DELIVERED (only if requested in item #1)

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Mr. John F. LeBus, Reg. Dir.
NLRB-15th Region
820 Lowich Building
2026 St. Charles Ave.
Nola 13

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NAME OF ADDRESSEE

MONTGOMERY, BARNETT, BROWN & READ

CERTIFIED NO.

758797

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806 NATIONAL BANK OF COMMERCE BLDG.

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NEW ORLEANS 12, LOUISIANA

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CSS—16—71548-4

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone EXpress 2411
Night TUlane 8320

June 26, 1961

Henry J. Read, Esq.
Montgomery, Bennett,
Brown & Read
804-807 National Bank
of Commerce Building
New Orleans 12, Louisiana

J. H. Rutter-Rex
Mfg. Co., Inc.
Cases Nos. 15-CA-721
and 15-CA-723

Dear Mr. Read:

In connection with our request in our letter dated April 19, 1961, to make certain records available for examination and copying regarding the above-captioned case, it is further requested that the following names be added to List "B" enclosed in said letter.

Name	Clock No.	Name	Clock No.
Marie Bridges	3227	Rachel Pope	4094
Hilda Bean (Dowls)	3540	Millie Glapion	4145
Lorraine Parquet		Joseph Dejoie	2909 & 3761
(Anderson)	3612	Joyce W. Brown	3808
		Dorothy Campbell	3889
Marie Smith	3645	Joseph U. Larkins	572
Annie Sterling	3664	Dorethe Aaron	633
Amanda Aubert	3768	Eloise Burke	682
Doris Nelson	3774	Walter D. Smith	956
Shirley Marrero	3782	Kenneth E. Bayard	966
Audrey Bourgeois	3784	Mildred Couvillion	1417
Myrtle B. Williams		Martha Landes	2423
(Sanidifer)	3812	Magee Easter	2751
		Betty Hall	2925
Dixie Murray	2906	Lillie Lee	3217

Very truly yours,
/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

cc: J. H. Rutter-Rex Mfg. Co. Inc.
3725 Dauphine Street
New Orleans, Louisiana

June 27, 1961

Mr. Gilbert P. Cohen, Attorney
NATIONAL LABOR RELATIONS BOARD—15th Region
820 Lowich Building
2026 St. Charles Avenue
New Orleans 13

J. H. RUTTER-REX MFG. CO., INC.
Cases 15-CA-721 & 15-CA-723

Dear Mr. Cohen:

I have your letter of June 26, and have discussed its contents with Mr. Rutter. The company has no objection to your supplementing List "B".

Yours very truly,

HENRY J. READ

cc: J. H. Rutter-Rex Mfg. Co., Inc.
Attention Mr. E. J. Rutter

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone 529-2411
Night 524-8320

July 13, 1961

Re: J. H. Rutter-Rex Mfg. Co. Inc.
Cases Nos. 15-CA-721, 15-CA-723

Henry J. Read, Esq.
Montgomery, Barnett, Brown & Read
804-807 National Bank of Commerce Bldg.
New Orleans 12, Louisiana

Dear Mr. Read:

I was informed by the above Company that it could not locate the requested personnel records of persons listed below whose names appeared in our letters of April 19, 1961, and June 26, 1961. Please notify this office when these requested records are located.

LIST "A"

	Clock No.		Clock No.
Armour, Henry	4101	Johnson, Eunice	1610
Banks, Marion	3103	Jolly, Ruth Joyce	1301
Berry, Ira	2269	Landry, Lila Coston	1664
Bowles, Doris Earline	101	Morrison, Elouise	890
Brown, Elvera M.	343	Parnell, Yvonne	3234
Burns, Hazel	1509	Penn, Gloria Mae	3253
Campbell, Rose	107	Proctor, Mildred	1278
Delpit, Gloria	2401	Ray, Wilhelmina	3448
Dixon, Gloria	1061	Reed, Dorothy K.	3123
Gant, Mary	1303	Sentino, Gloria	1691
Haynes, Gustavia	37	Taylor, Mary	3
Henderson, Victoria	294	Thomas, Shirley	2670
Jackson, Eleanora	2124	Walker, Marjorie	91
Jackson, Elinor	2290	Wallace, Alma	2552
Jackson, Louise	2451	White, Annie L.	2344
Jeff, Catherine	3459	White, Beatrice	1965
Jennings, Ann	1343	Woodfork, Yvonne	39
Johnson, Elaine	1698	Woodridge, Estella	692

LIST "B"

	Clock No.		Clock No.
Canabre, Arlean	3053	Lee, Gloria M.	3728
Delmar, Millicent	3646	Long, Nellie	2766
Dupleche, Alice	2891	Minfrey, Marie	3846
Durand, Dorothy	3114	Morris, Anita	3576
Durel, Lenelda	3406	Murray, Dixie	2906
Easter, Magee	2751	Nelson, Shirley	3727
Edwards, Ella Mae	2845	Porter, Lillie Mae	1802
Emel, Thelma	3825	Reed, Earnestine	3469
Eves, Hany	534	Roberts, Wilma Lee	3201
Funches, Duffie	1965	Robertson, Lillian	3652
Goodman, Gloria	2460	Robertson, Mary	3791
Handy, Laverne	3386	St. Clair, Jeanette	1242
Hosker, Maggie	3694	Schiler, George	3806
Johnson, Martha Mae	3804	Tumer, Doretha	3375
Johnson, Virgus	2639	Vane, Leeuwaarde R.	3682
Julien, Dolores	1695	Ware, Lucille	3037
Juneau, Victoria	3722	Williams, Mary L.	3436
LeBlanc, Gloria	2689	Zardes, Martha	2423
Lee, Annie	2325		

Sincerely yours,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

cc: J. H. Rutter-Rex Mfg. Co., Inc.
3725 Dauphine Street
New Orleans 17, Louisiana

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone 529-2411
Night 524-8320

July 14, 1961

Re: J. H. Rutter-Rex Mfg. Co., Inc.
Cases Nos. 15-CA-721, 15-CA-723

Henry J. Read, Esq.
Montgomery, Barnett, Brown & Read
804-807 National Bank of Commerce Bldg.
New Orleans 12, Louisiana

Dear Mr. Read:

In an effort to assist the above Company in locating personnel records of persons listed in list "A" of our letter of July 13, 1961, I am listing below other names under which the records of some of the persons may be filed.

LIST "A"

Clock No.	Name	Other Name(s) Used
3103	Banks, Marion	Kennedy, Marion
101 & 3198	Bowles, Doris Earline	Brown, Doris E.
1509	Burns, Hazel	Jackson, Hazel
1061	Dixon, Gloria	Jackson, Gloria
1303	Gant, Mary	Bush or Ward, Mary
37	Haynes, Gustavia	Gale, Gustavia Haynes
294	Henderson, Victoria	Edmond, Victoria
1610	Johnson, Eunice Arlene	Gray, Eunice
1664	Landry, Lela Mae	Coston, Lila Mae; Thompson, Lilly Mae
890	Morrison, Elouise	Epps, Elouise Dorest
3253	Penn, Gloria Mae	Smith, Gloria Mae Singleton, Gloria Mae
3123	Reed, Dorothy K.	Kearney, Dorothy
2670	Thomas, Shirley	Caliste, Shirley
2552	Wallace, Alma	Lawrence, Alma
1965	White, Beatrice	Lane, Beatrice
39	Woodfork, Yvonne	Hollins, Yvonne

Sincerely yours,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

cc: J. H. Rutter-Rex Mfg. Co., Inc.
3725 Dauphine Street
New Orleans 17, Louisiana

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone 529-2411
Night 524-8320

July 17, 1961

J. H. Rutter-Rex Mfg. Co., Inc.
New Orleans, Louisiana
Cases Nos. 15-CA-721, 15-CA-723

Henry J. Read, Esq.
Montgomery, Barnett, Brown & Read
804-807 National Bank of Commerce Bldg.
New Orleans 12, Louisiana

Dear Mr. Read:

In connection with our request in our letter of April 19, 1961, to make certain records available for examination and copying regarding the above case, it is further requested that the following names be added to list "B" enclosed in said letter.

Clock No.	Name
40	Stewart, Clara
797	Clay, Marie
844	Williams, Melvin E.
912	Earl, Ruth
1453	Magee, Jonnie
1620	Bates, Evelyn
1765	Morgan, Elizabeth
1914	Gill, Ellen Ruth
1931	Sheldon, Dorothy (Seldon)
2041	Bower, Lillian
2069	Jackson, Dorothy
2126	Boudreaux, Louis
2280	Catalanotto, Marie
2430	Schultz, Rose
2639	Buggage, Erma
2671	Oubre, Irving
2855	Levy, Hilda
2894	Hippler, Melva
2977	Williams, Margaret
3048	Favre, Rosemary

Clock No.	Name
3370	Bourgeois, Evelyn
3599	Foxworth, Louise
3602	Beckham, Lovell
3615	Buckhalter, Evia L.
3744	Montz, Benedict
3798	Wallace, Helen (Wells
3860	Seaberry, Marion

During the course of the inspection of the payroll records, we were unable to determine from these records the operations performed by employees. To compute the gross back pay, in event anyone is entitled to back pay, it is necessary to know the operation performed by certain persons. Therefore, it is also requested that records be made available showing the operations performed by each of the following persons during their employment with the Company, and if any of these persons changed operations, the date of said changes. In the alternative, the Company may provide this information, in writing, by July 31, 1961.

Clock No.	Name
17	Florence Gaspard
38	Martha Williams
567	Mary Bourgeois (Devroux)
1069	Joseph King
2931	Bernice Jackson
3479	Herbert Woodward
3568	Freddie Duke
3579	Mer Duckworth
3676	Florine Moreland (Jackson)
142	Sedonia Johnson
504	Mildred Payne
699	Leon Dejoie
1425	Elmer Orgeron
2227	Clifton B. Ricouard
2791	Gladys B. Turner
3273	Patricia Fisher
295	Ruth Fernandex
596	Keller, Lawrence
1241	Bayard, Gertino

Clock No.	Name
845	Nelson, Louis
987	Feliciana, Wilfred
1510	Lais, John T., Sr.
1576	Glapion, L., Jr.
2516	Victorian, Irwin
2594	Ware, William A.
2671	Oubre, Irving
2704	Harris, Freddie
2750	Douglas, Curtis
2803	Broom, Junius
2811	Glapion, Lawrence
2813	Leal, Edgar C.
2841	LaMotte, Armand
2950	Wallace, Willie
2980	Frere, Oliver, Jr.
3048	Speer, Elmer A.
3134	Magee, Jasper L.

3197	Weber, Willie, Jr.
3237	Henry, Alcee
3339	Tate, Jesse
3461	Stone, Melvin
3498	Palmer, Floyd
4161	Rogers, Garvis S.
3201	Hill, Henry
3230	Cooley, Earnest
3490	Jackson, Mervin
3519	Broom, Roland
3538	Sage, Harold Lee, Jr.
3598	Ard, Edward E.
3621	Keeler, Abna M.
3893	Rachel, George
3898	Baker, Marvin, Jr.
509	Childs, John A.
850	Navarre, Albert
1517	Dugas, Valcon G.
2341	Gettridge, Herbert
2751	Barney, Author Mese
3014	Perrin, Kenny
3152	Howard, James W.
3378	Jones, Melvin
3611	Mares, Donald J.
3732	Keller, Lawrence F.

Clock No.	Name
2	Grover, Richard
4	Brewer, Billy B.
2355	Olver, Alton
3805	Pierre, Louis J.
4168	Reynolds, Thomas E.
14	Thomas, Jessie

Very truly yours,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

cc: J. H. Rutter-Rex Mfg. Co., Inc.
3725 Dauphine Street
New Orleans 17, Louisiana

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone 529-2411
Night 524-8320

July 25, 1961

Re: J. H. Rutter-Rex Mfg. Co. Inc.
Cases Nos. 15-CA-721, 15-CA-723

Henry J. Read, Esq.
Montgomery, Barnett, Brown & Read
804-807 National Bank of Commerce Bldg.
New Orleans 12, Louisiana

Dear Mr. Read:

The above Company recently made available certain personnel records of persons whose names appeared on our letter of July 13, 1961. In that letter we listed personnel records that the Company was not able to locate. However, the Company was unable to locate the records of those persons listed below. Please notify this office when these records are located.

Name	Clock No.
Armour, Henry	4101
Jackson, Elinor	2290
Johnson, Elaine	1698
Sentino, Gloria	1691
Canabre, Arlean	3053
Durand, Dorothy	3114
Easter, Magee	2751
Edwards, Ella Mae	2845
Eves, Hany	534
Goodman, Gloria	2460
Hosker, Maggie	3694
Johnson, Martha Mae	3804
Johnson, Virgus	2639
Julien, Dolores	1695
Juneau, Victoria	3722
Lee, Annie	2325
Long, Nellie	2766

Name	Clock No.
Murray, Dixie	2906
Roberts, Wilma Lee	3201
Williams, Mary L.	3436

Earl, Ruth	912
Bourgeois, Evelyn	3370

Very truly yours,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone 529-2411
Night 524-8320

August 8, 1961

Re: J. H. Rutter-Rex. Mfg. Co. Inc.
Cases Nos. 15-CA-721 and 723

Henry M. Read, Esquire
Montgomery, Barnett, Brown & Read,
Attorneys-at-Law
National Bank of Commerce Building
New Orleans, Louisiana

Dear Mr. Read:

In our letter of July 17, 1961, the office requested that the above named Company make certain records available or, in the alternative, to provide the information in writing by July 31, 1961. As you will recall, during our telephone conversation shortly after July 17, you agreed to furnish the information in writing. As of this date, we have not received the information from the Company.

In accordance with our agreement, it is requested that the Company furnish this information immediately.

Very truly yours,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

cc: J. H. Rutter-Rex Mfg. Co. Inc.

J. H. RUTTER-REX-MANUFACTURING CO.
INCOPORATED

Work Shirts ——— - - - ——— Work Pants
for the Wholesale Trade

Main Office Phone WHitehall 3-2484

P.O. Box 3068 Bywater Station
New Orleans

August 10, 1961

Mr. Henry J. Read
806 National Bank of Commerce Bldg.
New Orleans, Louisiana

Dear Mr. Read:

Below is listed the information Mr. Cohen requested in his letter of July 17, 1961.

Button No.	Name	Operation
17	Florence Gaspard	Fly Taper
38	Martha Williams	Sleeve Facing
567	Mary Deveroux	Examine Pants
1069	Joseph King	Bundle Boy
2931	Bernice Jackson	Cuff Tacker
3479	Herbert Woodward	Truck Driver & warehouse utility
3568	Freddie Duke	Stock Room Order Puller
3579	Mercerdes Duckworth	Front Pocket Setter
3676	Florine Jackson	Front Pocket Setter
142	Sedonia Johnson	Janitress
504	Mildred Payne	Numbering in Cu[illegible]ng Dept.
699	Leona Dejoie	Repair Dept.—Pants
1425	Elmer Orgeron	Stock Room—Order Puller
2227	Clifton B. Ricouard	Asst. Manager Warehouse
2791	Gladys B. Turner	Assort and Wrap Shirts
3273	Patricia Fisher	Button Hole Cuff Operator
295	Ruth Fernandez	Assort Pants
596	Lawrence Keller	Maintenance
1241	Gertino Bayard	Truck Driver—Warehouse
845	Louis Nelson	Janitor
987	Wilfred Feliciana	Shipping Clerk—Main Plant
1510	John T. Lais, Sr.	General Utility Warehouse
1576	L. Glapion, Jr.	Utility—Cutting Room Porter
2516	Irwin Victorian	Shipping dept.
2594	William A. Ware	Truck Driver
2671	Irving Oubre	Shipping Dept.—Ship & Rec.

Mr. Henry J. Read
National Bank of Commerce Bldg. -2- August 10, 1961

Button No.	Name	Operation
2704	Freddie Harris	Truck Driver—Warehouse Utility
2750	Curtis Douglas	Marker
2803	Junius Broom	Porter
2811	Lawrence Glapion	Truck Driver—Warehouse Utility
2813	Edgar C. Leal	Bundle Boy
2841	Armand LaMotte	Spreader
2950	Willie Wallace	Collar Setter
2980	Oliver Frere, Jr.	Cutter
3048	Elmer A. Speer	Manager—out of town warehouse
3134	Jasper L. Magee	Truck Driver
3197	Willie Weber, Jr.	Bundle Boy
3237	Alcee Henry	Spreader
3339	Jesse Tate	Porter—Cutting Room
3461	Melvin Stone Thurn	Cutter
3498	Floyd Palmer	Cutter—out of town plant
4161	Garvis Rogers	Over the road Truck Driver
3201	Henry Hill	General Utility Warehouse
3230	Earnest Cooley	Truck Driver—Warehouse utility
3490	Mervin Jackson	Bundle Boy
3519	Roland Broom	Clicker
3538	Harold Sage, Jr.	Packer—Shipping dept.
3598	Edward E. Ard	Packing—Shipping dept.
3621	Abna Keeler	Cutter
3893	George Rachel	Order puller
3898	Marvin Baker, Jr.	Checker—Shipping dept.
509	John A. Childs	Over the road—Truck Driver
850	Albert Navarre	Porter—Bundle Boy
1517	Valcon Dugas	General Utility & Maintenance
2341	Herbert Gettridge	Porter
2751	Author Mese Barney	Pre-price operator
3014	Kenny Perrin	Asst. mechanic
3152	James Howard	Billing Dept. Clerk—Utility
3378	Melvin Jones	Cutting Dept.—Utility
3611	Donald Mares	Over the road—Truck Driver
3732	Lawrence Keller	See above
2	Richard Grover	Over the road—Truck Driver
4	Billy B. Brewer	Over the road truck driver
2355	Alton Oliver	Carpenter
3805	Louis Pierre	Bundle Boy
4168	Thomas Reynolds	Truck Driver
14	Jessie Thomas	Fly Stitcher

Very truly yours,

J. H. RUTTER-REX-MFG. CO., INC.

/s/ Johanna Schwab
JOHANNA SCHWAB

August 14, 1961

Mr. Gilbert P. Cohen, Attorney
NLRB—15th Region
2026 St. Charles Ave.—*Room 820*
New Orleans 13

J. H. Rutter-Rex Mfg. Co., Inc.
Cases 15-CA-721 and 723

Dear Mr. Cohen:

I have your letter of August 8 and I am enclosing a thermofax copy of Rutter-Rex's letter to me of August 10 which lists the button number and operation of certain of the employees. If there is anything further which you want at this time, please call me.

Yours very truly,

HENRY J. READ

cc: J. H. Rutter-Rex Mfg. Co., Inc.

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone 529-2411
Night 524-8320

August 28, 1961

Re: J. H. Rutter-Rex Mfg. Co. Inc.
Cases Nos. 15-CA-721 and 723

Henry Read, Esq.
Montgomery, Barnett, Brown & Read
National Bank of Commerce Building
New Orleans, Louisiana

Dear Mr. Read:

Evidence has been presented to this office that the employees on the enclosed list went on strike and, thereafter, made unconditional applications for reinstatement as indicated on said enclosed list, and were reinstated or offered reinstatement on the date set forth opposite their names. Where no date of reinstatement is indicated, the evidence discloses that no offer of reinstatement has been made. The asterisk next to the date of reinstatement indicates that while reinstatement was made on that date, it was not to the same or a substantially equivalent position within the meaning of the terms of the Court Decree, and reinstatement within the terms of the Decree has not been made. The double asterisk indicates that although reinstatement was made prior to the date indicated, the individual was not reinstated within the meaning of the terms of the Decree until the date shown.

Under the terms of the Court Decree, strikers are entitled to reinstatement within five (5) days after application for reinstatement.

We would appreciate your position and evidence regarding whether the information contained on the attached

list is correct, and, when applicable, the reasons that the individuals were not reinstated within five (5) days after the date of application.

It is requested that you submit your position and evidence no later than October 2, 1961.

Very truly yours,

/s/ Gilbert P. Cohen
GILBERT P. COHEN
Attorney

Enc.

cc: J. H. Rutter-Rex Mfg. Co. Inc.
3725 Dauphine Street, N.O.

Clock No.	Name	Date of Application	Date of Reinstatement
3130	Alexander, Estrella	1/24/55	5/30/55
3176	Alexander, Iworner	4/ 5/55	4/25/55
3526	Alexcee, Irene	6/55	N.R.
2153	Allen, Victoria	4/ 5/55	N.R.
1938	Alonzo, Caledonie	4/ 5/55	5/ 4/55
2536	Anderson, Beatrice	4/18/55	7/12/55
2504	Anderson, Carrie Daur	4/22/55	7/18/55
3151	Anderson, Dora	4/ 5/55	5/ 2/55
2923	Angrum, Ida M.	8/15/55	10/ 3/55
4003	August, Gloria	4/ 5/55	7/25/55
1663	Aultman, Clarinda	4/ 5/55	7/25/55
3103	Banks, Marion	4/ 5/55	3/14/57
7	Barnes, Sonore, (Rochon)	4/55	N.R.
2942	Blackwell, Mildred	4/14/55	4/25/55
3564	Bentley, Helen	8/ 8/55	✓
2269	Berry, Ida	3/28/55	✓
3485	Bickham, Amanda	4/ 5/55	Violence

Clock No.	Name	Date of Application	Date of Reinstatement
101-3198	Bowles, Doris Earline	4/ 5/55	8/ 3/55*
2718	Bozonier, Marguerite	4/ 5/55	8/ 5/55*
949	Brassett, Nita	3/21/55	✓ (date (deceased) N.R.
2839	Breaud, Leonce	4/ 5/55	12/ 4/58✓
3570	Brimmer, Bell B.	4/ 5/55	5/26/55
1853	Brooks, Millie M.	4/ 5/55	7/26/55
3456	Brown, Bessie	4/ 5/55	10/ 1/55
343	Brown, Elvera M.	4/ 5/55	Violence
4047	Brown, Evangeline C.	4/ 5/55	4/ 9/56
3773	Brown, Idele	4/ 5/55	7/25/55
170	Brown, Marguerite	4/ 5/55	7/19/55
3631	Brumfield, Ruth	4/ 5/55	✓
1790	Bryant, Miriam	4/27/55	5/12/55
92	Burd, Phillip	4/55	N.R.
3286	Burkhalter, Ola Mae	4/ 5/55	4/28/55
1512	Burns, Elizabeth	4/ 5/55	7/12/55
1509	Burns, Hazel	10/13/55	4/16/56*
107	Campbell, Rose	5/18/55	4/15/56
3059	Carr, Katie Ruth	4/ 5/55	7/25/55
884	Carter, Mary Louise	4/ 8/55	4/25/55
590	Cerf, Raymond	4/19/55	5/19/55
2065	Cheri, Miriam	5/ 3/55	✓
2965	Clay, Helen	4/ 5/55	9/20/55
926	Clements, Lillie Mae	4/ 5/55	3/29/56
2279	Coaston, Lucille	4/ 5/55	7/11/55
2360	Coleman, Wilhelmina (Woods)	4/22/55	8/19/55
3329	Columbus, Juanita	4/ 5/55	8/ 1/55
2413	Cooper, Bessie (Lee)	4/ 5/55	N.R.
2326	Cornish, Estella	7/55	N.R.
2256	Coston, Ethel	4/ 5/55	5/23/55
2797	Courseault, Shirley M. (Mercadel)	4/ 8/55	5/16/55
1586	Crawford, Shirley	5/ 4/55	7/12/55

Clock No.	Name	Date of Application	Date of Reinstatement
3308	Cropper, Clara	4/ 5/55	4/25/55
4066	Dandridge, Dorothy	4/ 5/55	Violence
1243	Darensbourg, Irma	6/17/55	9/ 1/55
2675	Davis, Elvera L.	4/ 5/55	7/20/55
3595	Davis, Georgiana	4/55	N.R.
893	Davis, Lenora	3/17/55	✓
4031	Davis, Thelma (Mathews)	4/ 5/55	5/30/55
2401	Delpit, Gloria	4/ 5/55	✓
2082	Delpit, Mathilda	4/ 5/55	8/15/55
1507	Denley, Alice T. (Gabriel)	7/28/55	✓
1061	Dixon, Gloria	4/22/55	✓
3700	Drake, Elizabeth	4/ 5/55	4/25/55
963	Ducket, Norma S.	4/ 5/55	8/ 3/55
1501	Dufauchard, Arthemise	4/ 8/55	4/28/55
3335	Dunn, Stella	7/14/55	12/ 2/58
1189	Eddington, Isabella	4/ 5/55	4/25/55
1675	Edgerson, Shirley	1/11/55	✓
1066	Evans, Alice H.	4/ 5/55	7/12/55
812	Farria, Vivian	6/10/55	8/ 8/55
3743	Ferguson, Pearl	4/ 8/55	8/ 8/55
2465	Fernandez, Minnie Mae	4/ 5/55	✓
886	Fontenberry, Cleo	11/ 4/55	1/24/56
4119	Foreman, Ethel M.	7/11/55	✓
3426	Fountain, Genevieve	4/ 5/55	5/ 2/55
3137	Francis, Edna	4/ 5/55	8/ 2/55*
664	Franklin, Margaret	4/ 5/55	✓
3220	Franklin, Zearlee	4/ 5/55	5/30/55
1935	Fulton, Vera	4/ 8/55	N.R.
2673	Gabriel, Geneva	4/ 5/55	7/25/55
649	Gamble, Indiana (Plummer)	4/ 5/55	N.R.
1303	Gant, Mary	4/ 8/55	7/18/55
3041	Gilyot, Olga	5/17/55	✓
3074	Givens, Catherine	4/22/55	6/ 3/55

Clock No.	Name	Date of Application	Date of Reinstatement
1778	Goodman, Shirley	4/55	N.R.
2464	Green, Dorothy	4/ 5/55	12/ 5/56
3444	Green, Genevieve	11/ 9/55	8/28/56
3711	Green, Herise	4/ 5/55	6/20/55 ✓
461	Green, Jimmie Lou	4/ 5/55	Violence
939	Green, Louise	4/ 5/55	4/28/55
1777	Griffin, Audrey	5/13/55	Violence
390	Griffin, Ethel E. (Abernathy)	4/ 5/55	4/26/55
1032	Griffin, Joyce M.	4/ 8/55	5/23/55
1092	Guidry, Mary A.	4/ 5/55	8/26/55
2951	Hall, Catherine J.	4/20/55	6/ 3/55
4089	Hamilton, Veoila (Gibson)	4/ 5/55	5/ 2/55
1908	Harris, Anna Bell (Annie)	8/55	✓
2704	Harris, Freddie F.	4/ 5/55	5/10/55
37	Haynes, Guslavia	4/ 5/55	Violence
3131	Haynes, Ida	4/22/55	N.R.
1004	Head, Marguerite	4/ 5/55	5/55
294	Henderson, Victoria	4/ 8/55	✓
1376	Hicks, Rose Marie	4/ 5/55	Violence
2862	Hill, Bertha	12/ 2/54	9/19/55
1772	Holden, Helen	4/ 5/55	N.R.
348	Hollingshed, Jennie	4/ 5/55	10/10/55
4083	Hubbard, Ruth	4/ 5/55	1/56
1994	Hughes, Ninnie Bell	4/ 5/55	7/26/55
2124	Jackson, Eleanora	4/ 5/55	8/15/55
2451	Jackson, Louise	4/22/55	✓
3459	Jeff, Catherine (Clark)	1/28/56	✓
1343	Jennings, Ann	3/ 1/55	✓
3186	Johnson, Daisy (Parker)	11/56	4/16/59
1610	Johnson, Eunice	8/54	✓
2873	Johnson, Joseph	4/55	N.R.
2411	Johnson, Luella	4/55	8/ 3/55
1832	Johnson, Maybelle	12/55	Violence

Clock No.	Name	Date of Application	Date of Reinstatement
476	Johnson, Olivia	3/ 1/55	4/26/55
791	Johnson, Verna L.	7/54	2/ 8/57
3255	Johnson, Virginia	4/ 5/55	8/ 5/55
1301	Jolly, Ruth Joyce	11/ 7/55	7/23/56
1837	Jones, Edna	4/ 5/55	4/28/55
3164	Jones, Shirley Mae	4/ 8/55	8/ 4/55
4046	Joshua, Olivia	5/10/55	6/ 6/55
3161	Keeler, Johnnie Mae	4/ 8/55	8/ 4/55
3777	Kelly, Dorothy	4/25/55	5/17/55
1596	Kimble, Aletta	4/ 5/55	8/55 **
2280	King, Gloria	6/56	✓
2577	Labat, Valentine	1/26/56	11/29/56
1664	Thompson, Lila Coston	4/ 5/55	N.R.
1446	Lanier, Elmarie	4/ 5/55	Violence
3702	Lanier, Ernestine	6/ 7/55	Violence
2927	LaRose, Gertrude	4/ 5/55	6/ 9/55
1161	LaRoche, Sophie B.	1/10/55	7/26/55
2417	Larrieu, Louis	4/22/55	Violence
3512	Learson, Dorothy White	4/55	✓
1379	LeBeau, Edna	4/ 5/55	5/ 5/55
2874	Lee, Ruby	4/ 5/55	4/26/55
1037	Lewis, Audry Ann	4/ 5/55	7/13/55*
125	Lesene, Amelia	4/ 5/55	N.R.
870	Lewis, Doris	4/ 8/55	Violence
3045	Lewis, Leonard T., Jr.	4/ 5/55	Violence
1939	Lockett, Marie G.	4/ 5/55	8/ 3/55*
3639	Lodge, Kathleen	4/ 5/55	N.R.
3117	Lotten, Herbert	7/55	✓
123	Lyons, Lorraine	4/ 5/55	5/11/56
1913	McKinnie, Leotha	4/28/55	5/12/55
178	Magee, Vivian	4/22/55	12/ 5/55
2912	Margin, Eleanor	4/ 5/55	8/ 8/55
1418	Marshall, Dorothy	4/ 5/55	4/28/55
3270	Marshall, Willie Lee	4/ 8/55	12/56 **

Clock No.	Name	Date of Application	Date of Reinstatement
185	Martin, Eliska	4/ 5/55	11/56
1821	Martin, Noel	12/54	N.R.
2987, 2990	Matthews, Gloria	5/ 5/55	7/25/55
2520	Merridith, Geraldine	4/ 5/55	✓
863	Monette, Roberta	4/ 5/55	4/25/55
2768	Montgomery, Bessie	8/55	✓
4055	Moore, Crelia	4/ 8/55	5/12/55
2285	Moore, Leola	5/ 4/55	8/ 4/55
890	Morrison, Elouise (Epps)	6/55	N.R.
1188	Moten, Lena Dixon	4/ 5/55	4/26/55
763	Myers, Mandy (Thomas)	2/ 4/55	4/ 5/55
3380	Nash, Adele R. (Hall)	4/ 5/55	✓
2645	Newman, Marietta H.	4/ 5/55	6/15/58**
518	Newton, Rosie Lee	4/22/55	7/12/55
2129	Nicholas, Clothide	4/ 5/55	8/ 2/55
2603	Ocampo, Deserdria	7/21/54	N.R.
479	Parker, Anna	4/55	10/ 9/58*
2805	Parker, Shirley	4/25/55	7/14/55
3234	Parnell, Yvonne	6/55	✓
847	Patterson, Elnora	4/ 5/55	6/15/55
2664	Phillips, Louise Hearns	4/ 5/55	7/26/55
3253	Penn, Gloria Mae	4/ 5/55	5/ 2/55
740	Perez, Marion	1/19/55	2/10/55
83	Powell, Melvina	6/ 6/55	7/25/55
1278	Proctor, Mildred	4/55	4/ 3/56
1843	Randall, Edna	3/18/55	5/25/55
2463	Rapp, Gloria (Bearett)	4/ 8/55	4/28/55
3448	Ray, Wilhelmina	4/ 5/55	✓
240	Recasner, Isabelle (Jenkins)	4/ 5/55	✓
3123	Reed, Dorothy K.	5/55	✓
3116	Reeves, Nerlie	4/ 8/55	6/15/55
3064	Richardson, Rose H.	4/ 5/55	7/12/55
3416	Robertson, Adele L.	4/ 5/55	✓

Clock No.	Name	Date of Application	Date of Reinstatement
3548	Rollins, Geraldine	4/ 8/55	8/ 3/55
1959	Rubit, Dorothy B.	4/ 5/55	8/23/56*
3583	Rubit, Dorothy P	3/31/55	7/13/55
3153	Richard, Pearl	4/15/55	6/ 6/55
6	Sanders, Ada	4/15/55	10/ 3/55
1001	Sawyer, Ellen	1/ 8/55	5/11/55
1020	Scott, Dolores	4/ 5/55	4/28/55
2131	Scott, Shirley Mae	12/ 7/55	4/16/56
1985	Seaton, Rebecca	4/19/55	5/16/55
3692	Shelton, Clara Mae	4/ 5/55	7/25/55
3427	Simpson, Lillie Mae	4/ 8/55	8/ 1/55
2905	Smith, Leonardine	4/ 5/55	Violence
3401	Smith, Octavia	4/ 5/55	Violence
3083	Sonia, Rosemary	6/ 6/55	7/29/55
2363	Stewart, Millie L.	4/ 5/55	7/25/55
1	Toplin, Dorothy Mae (Duncan)	4/18/55	5/ 3/55
2615	Tate, Mary Hickman	4/ 8/55	4/25/55
3	Taylor, Mary	7/55	N.R.
2078	Thomas, Luvenia	4/ 5/55	7/13/55
769	Thomas, Mary	4/ 5/55	6/13/55
2844	Thomas, Mignonette	4/55	6/57
1815	Thornton, Jesenu A.	4/ 5/55	8/15/55
2930	Thornton, Rosalie	4/55	N.R.
3203	Valentine, Hilda	4/ 5/55	7/13/55
2469	Wade, Maud	7/27/55	9/14/55
2182	Walker, Hattie	4/ 8/55	N.R.
91	Walker, Marjorie	3/22/55	✓
2552	Wallace, Alma	11/28/55	✓
2758	Washington, Beatrice	4/ 8/55	8/ 3/55
3004	Washington, Dorothy	2/16/55	6/ 3/55**
1395	Washington, Lula Mae	4/ 5/55	Violence
768	Watford, Fannie Mae	4/ 5/55	✓
2803	Watson, Mabel	4/27/55	7/25/55

Check No.	Name	Date of Application	Date of Reinstatement
1825	Weatherby, Dorothy	4/55	N.R.
1985	White, Beatrice	4/ 5/55	✓
708	Williams, Alice	4/ 5/55	5/30/55
1982	Williams, Helen	4/ 8/55	7/16/55**
934	Williams, Marion	4/ 5/55	1/24/56
39	Woodfork, Yvonne	4/ 5/55	7/25/55
692	Woodridge, Estella	4/55	1/ 8/56
3294	Zeno, Audrey	4/ 5/55	8/ 9/55

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone 529-2411
Night 524-8320

October 20, 1961

Re: J. H. Rutter-Rex Mfg. Co., Inc.
Cases Nos. 15-CA-721 and 723

Henry Read, Esq.
Montgomery, Barnett, Brown & Read
National Bank of Commerce Building
New Orleans, Louisiana

Dear Mr. Read:

Mr. Gilbert P. Cohen has resigned his position with this agency and I have been assigned to the Rutter-Rex case in his place.

I have attempted to familiarize myself with the rather voluminous files and in so doing, I have noticed one particular problem that appears paramount at this moment. On August 28, 1961, Mr. Cohen sent certain information to you and requested your position by October 2, 1961. Your letter of September 28, 1961, stated that the matter had your attention, but you could not furnish the Company's position by October 2, 1961. The file reflects that on October 2, 1961, you telephonically advised Mr. Cohen that the necessary compilations should be completed within a week to a week and a half, or at that time you would be able to let us know when you would be finished. On October 12, 1961, in a telephone conversation, it is my understanding that you stated your position would be forthcoming in a few days.

I am well aware of the magnitude of your task, but ours is also great and for us to give the information you

will furnish the attention that it deserves, we will have to have it by November 3, 1961.

I will certainly look forward to meeting you sometime in the future.

Very truly yours,

/s/ John H. Hector, Jr.
JOHN H. HECTOR, JR.
Attorney

LAW OFFICES
MONTGOMERY, BARNETT, BROWN & READ
804-807 National Bank of Commerce Building
New Orleans 12, La.

October 27, 1961

Richard B. Montgomery
Walter M. Barnett
Wood Brown
Henry J. Read
John Phelps Hammond
Peter H. Beer
John Walker Read, III-1926-1961
Albert Mintz

John B. Gooch, Jr.
Wood Brown, III

National Labor Relations Board—15th Region
820 Lowich Building
New Orleans 13, Louisiana

Attention: Mr. John H. Hector

Re: J. H. Rutter-Rex Mfg. Co., Inc.
Cases 15-CA-721 and 723

Dear Sirs:

In your letter of August 28, 1961, you ask the company to comment on the accuracy of the list which was submitted with your letter and to state its position generally regarding its reinstatement obligations under the terms of the decree. It is the company's position that it has fully complied with the requirements imposed upon it by the opinion by the Fifth Circuit of Appeals dated June 10, 1957. Under date of November 7, 1957, the company contacted The Board and requested that any instance of a failure to fully comply with the order be brought to the company's attention promptly "so that such corrective measures as may be necessary can be immediately taken in order to assure full compliance with the decree". The company received no complaint from The Board or from

any individual employee. There was no suggestion that the Board still considered this an open case until March, 1960.

The records of the company which have been made available to you indicate beyond question the company's good faith effort to comply with the decree by an orderly re-hiring procedure which offered employment to all strikers seriously interested in re-employment as soon as conditions reasonably permitted. The opinion of the Court enforcing the decree recognized the validity of the company's arguments against requiring literal compliance with the 5-day re-hiring provision in the Board order, and preserved to the company the right to illustrate the impossibility of literal compliance because of a lack of work in the plant, or because of the impossibility of rebuilding a balanced line operation without some delay. The Court also reserved to the company its right to justify a refusal to re-hire an employee who had engaged in violence during the strike.

In view of the company's obvious efforts to rehire as

many returning strikers as possible as quickly as possible, which efforts resulted in the vast majority of the strikers being offered employment during the spring and summer of 1955, the company hopes that the Board will agree that compliance with the Court's requirement has been satisfactorily effected.

As the writer explained to Mr. Cohen in our conversations of October 2nd and 12th, it is not possible in this letter to state in complete detail the company's position regarding each name on the list submitted with your letter of August 28th. However, we will refer specifically to those employees for whom you show no date of reinstatement. As to those employees who were reemployed but who were not offered employment within 5 days of appli-

cation, the company's records show that delay was due to a number of factors. Some government contracts were completed during the strike. Others were cancelled by the Government. Large accounts were lost, never to be regained. The plant was operating at absolute capacity before the strike, and it required time to rebuild this volume after the strike. In some instances, the work was on hand but the company was delayed in locating key personnel required to fill a complete "line". The administrative problems incident to "rebuilding" the plant were simply not susceptible of solution in a week or a month.

The company was not obligated to rehire those employees who engaged in the violence which led to the issuance of an injunction against violence and picketing in Case # 333-832 of the Docket of the Civil District Court for the Parish of Orleans entitled "*J. H. Rutter-Rex Manufacturing Company, Inc.* vs. *J. H. Youngdahl et als*". The employees who were not rehired for this reason are the following:

Bickman, Amanda
Brown, Elvera M.
Dandridge, Dorothy
Green, Jimmie Lou
Griffin, Audrey
Harris, Freddie F.
Hicks, Rose Marie
Johnson, Maybelle
Lanier, Elmarie
Lanier, Ernestine
Larrieu, Louis
Lewis, Doris
Lewis, Leonard T., Jr.
Smith, Leonardine
Smith, Octavia
Washington, Lula Mae

We note that you have listed April 5, 1955 as the "date of application" for some 108 employees and we accordingly assume that the Board is contending that the Union's letter of that date terminating the strike and submitting a list of employees who desired to return to work constituted a legal application for employment under the

opinion of the Court of Appeals. There is no evidence in the company's records of any applications actually having been received from any employees on April 5, 1955, the

date on which the Union elected to terminate the strike. The company does not consider the Union's submission of a list of names as an application which gave rise to an obligation on the part of the company to immediately re-hire the employees on the list. The company responded to the letter, suggesting that those employees who were seriously interested in re-employmnt come to the plant and submit applications. The company is prepared to demonstrate that the Union list was not limited to those employees who seriously sought re-employment, as the company contacted many names on the list from time to time and was advised that they had no interest in returning to work. By submitting an inaccurate list, the Union complicated the re-hiring process considerably. Since many of the names on the list submitted by the Union were not interested in re-employment, the company could not rely on the fact that they were serious applicants in its attempt to re-build its line operation, each part of which depended upon every other part. The only way that the company could rely on the availability of any returning striker was after she showed her interest in returning to work by applying for a job.

After termination of the strike, no applications were ever received from the following:

Alexcee, Irene
Allen, Victoria
Barnes, Sonore (Rochon)
Breaud, Leonce
Cooper, Bessie (Lee)
Cornish, Estella
Davis, Georgiana
Fulton, Vera
Gamble, Indiana (Plummer)
Haynes, Ida
Lesene, Amelia
Lodge, Kathlees
Martin, Noel
Morrison, Elouise (Epps)
Ocampo, Desrderia
Taylor, May
Thompson, Lila Coston
Thornton, Rosalie
Walker, Hattie
Weathersby, Dorothy

The following is reflected with reference to the balance of the names on your list for whom no date of reinstatement is indicated:

Bentley, Helen

Company's records confirm that she re-applied on 8/8/55, over 4 months after the strike terminated. She was sent a postcard and requested to come to work on

9/19/55, but she did not come in to the plant. While it is not feasible to go into a consideration of each operation to which we will hereinafter make reference, and using this employee only as an example, the company is prepared to show that at the time of this employee's application the employees on her operation had equivalent employment rights as did the applicant. It is the company's position in this case and all other cases that it was not required to hire an employee unless there was work for her to do. This employee was working at another plant in the City at the time the strike terminated and continued to work at that plant for sometime after the strike terminated. This employee waited 4 months after the strike was over before she re-applied.

Berry, Ida

This employee applied, as your record indicates, on 3/28/55, before the strike terminated. Thus, at the time she applied, she was acting in concert with the Union in an effort to prevent the company from being able to employ anyone. She never re-applied after the strike was terminated.

Brassett, Nita

She applied on 3/21/55, before the strike was over. She never re-applied after the strike. She was employed as a "shirt wrapper". There has been only one employee on this operation since 1955, and she is a returning striker.

Brumfield, Ruth

This employee is shown on your list as having applied on 4/5/55. The correct date of application is 4/15/55. She was sent a card in 7/55 to report to work on 7/19/55, but she never came in.

Cheri, Miriam

She applied 5/3/55. Sent card and requested to come in on 3/29/56. No reply.

Davis, Leonora

Applied 3/17/55, before the strike was over. Never re-applied thereafter.

Delpit, Gloria

You indicate application on 4/5/55. The correct date of her application is 5/11/55. She was a learner who had only worked for the company about a week before the strike. She was sent a letter to report on 7/20 and did report on 7/26/55. Her operation was "set front pocket

facing". There were four employees on this operation in 5/55, three of whom were strikers who had returned to work. The one exception was L. Bickham, and she was terminated in 6/55 because there was work for only three on the operation.

Denley, Alice

She applied on 7/28/55 and was sent a card to come in to work on 4/3/56. At the time of the termination of the strike she was employed at Louisiana Pants Company and she remained in that job after the strike terminated. It was not until she was laid off at Louisiana Pants in 7/55 that she applied at Rutter-Rex. Her operation was "serge fronts". In 7/55 there were five employees on this operation, all of whom were strikers who had returned to work. The company had laid off the replacements hired during the strike on this operation in order to afford employment to the returning strikers.

Dixon, Gloria

The date of application shown on your list is 4/22/55. The correct date is 5/10/55. She was a learner who had only worked three weeks before the strike. Her operation was "topping". In 5/55 there were three on this operation, two of whom were strikers who had returned and who had been employed, and one replacement. All were very productive. This applicant was a learner whose production was below the minimum.

Edgerson, Shirley

Applied 1/11/55, before strike was over. Never reapplied after strike was ended. She was called on the telephone on 2/3/55 and asked to return to work, but she never came in.

Fernandez, Minnie Mae

The correct date of her application was 4/18/55. A letter was written to her asking her to come in on 7/20/55, at which time the company was attempting to form a new line. The balance of the line did not come in on that date, and no employment was available on that date. She was sent for again in 1956, by card, and did not come in.

Foreman, Ethel

Her operation was "button and button hole back pockets". She was a learner who had worked for the company only a few days before the strike. In 7/55 all operators on this classification were strikers who had returned t, work.

Franklin, Margaret

Applied 4/18/55. Contacted by letter 7/20/55. No answer. Company tried to contact her by phone as well, unsuccessfully.

Gilyot, Olga

Applied 5/17/55. Called in 7/27/55. This employee advised that she was working at another plant and did not wish to return to Rutter-Rex.

Harris, Anna Bell

Your list indicates an application in 8/55. Correct date of her application is 8/1/57, over 2 years after the termination of the strike. She was employed elsewhere at the termination of the strike and elected to retain that job rather than re-apply at Rutter-Rex.

Henderson, Victoria

Applied 5/17/55, rather than 4/8/55 as your list indicates. She was sent a letter of 5/20/55 and called in and advised that she had another job and did not wish to return to work.

Jackson, Louise

Your list shows date of application 4/22/55. The correct date if 5/25/55. She was contacted by phone and requested to return to work and advised that she could not return for several weeks because her present job could not be terminated immediately. She was never heard from thereafter.

Jeff, Catherine

She did not apply until about 9 months after the strike was terminated.

Jennings, Ann

She applied on 3/1/55, before the strike terminated. She did not re-apply thereafter.

Johnson, Eunice

The company has no record of an application from this employee at or near the date indicated in your list. However, this employee did apply 4/11/55, shortly after the

termination of the strike. She had worked for the company only 4 weeks. Prior to the strike she was a learner on "buttonhole" operation. Her earnings showed very poor production. Before the strike the company had five lines in operation and only three after the strike, with

one of this classification in each line, all filled by old employees who had been strikers and had returned to work. She was not rehired.

Johnson, Maybelle

This employee engaged in violence during the strike. However, we note further that there was no application received from her until 1/58. She told the company representatives that she was not interested in returning to work, that she had a job, and that she was only applying because the Union had instructed her to fill out an application.

King, Gloria

You indicate an application in 6/56. The company has no record of an application on that date. This employee was originally hired 4/12/54, about a week before the strike and was a learner on the "set sleeve facing" operation. Her operation was a government operation which terminated during the strike. Furthermore, this employee quit her employment 4/20/54, the day before the strike. She has never reapplied.

Learson, Dorothy White

You indicate an application date of 4/55. The correct date is 10/6/58, on which date she advised the company that she had been having a family since the strike and did not want to work until her children were old enough to live with her mother.

Montgomery, Bessie

You indicate application in 8/55. The company has undated application which, to the best of the company's knowledge, was submitted sometime during the year 1957. This employee stated that she was employed at another local factory from 6/55 to 6/57.

Nash, Adelle

Advised the company 5/1/55 that she was employed as a nurse and did not wish to return to work. The company sent her a letter and requested her to report for work 7/1/55. She called in and said she was not interested.

Parnell, Yvonne

You indicate application in 6/55. The company has no application on this employee, but a note in her file indicates that she applied in 9/55, approximately 5 months after the strike ended. She was on the "flat stitch" operation, a government operation which was terminated during the strike.

Ray, Wilhemina

Applied 4/21/55. She was a learner prior to the strike on the "button shoulder strap" operation. This operation was limited to government contract terminated during the strike.

Recesner, Isabel

Applied 7/24/55. Was called for employment 12/28/55 and advised that she would "think it over". She called back the next day and stated that her child was ill and she could not come in. She was called again 2/10/56 and she advised that she was otherwise employed and did not wish to return.

Robertson, Adelle

Applied 5/20/55, but was pregnant on that date. Did not reapply until 10/11/55 for "pressing" operation. All employees on operation were returning strikers.

Walker, Marjorie

Never applied after the termination of the strike.

Wallace, Alma

Applied 11/28/55, 7 months after termination of strike. She was on "pressing" operation already filled by returning strikers.

Wotford, Fannie Natt

Applied 4/19/55. Sent letter to come in 8/3/55. No reply.

White, Beatrice

Applied 4/20/55. Sent letter 7/22/55. No reply.

The writer will be pleased to discuss these matters further with you at our mutual convenience.

Very truly yours,

MONTGOMERY, BARNETT, BROWN & READ

By: (Signed) HENRY J. READ
HENRY J. READ

BCC: J. H. Rutter-Rex Mfg. Co.
P. O. Box 3068
New Orleans 17, La.

[SEAL]

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana

Telephone 529-2411
Night 524-8320

November 16, 1961

Re: J. H. Rutter-Rex Mfg. Co., Inc.
New Orleans, Louisiana
Case No. 15-CA-721
Case No. 15-CA-723

Henry Read, Esq.
Montgomery, Barnett, Brown & Read
National Bank of Commerce Building
New Orleans, Louisiana

Dear Mr. Read:

I wish to call your attention to paragraph IV, B of the Backpay Specifications and Notice of Hearing in the above-captioned cases. As you will note, it is our contention that the employees named therein have never been properly reinstated in accordance with the Board Order and Court Decree. As a result of this, backpay is still accruing for those named individuals and until a proper offer of reinstatement is made to each of them, no final computation of backpay due can be made with respect to these employees. Such an offer would toll any further liability which might arise based on our contentions.

In the event you desire to discuss with us any aspect of this case or any allegation in the specifications, we will be glad to meet with you for this purpose. If you desire such a meeting, do not hesitate to call upon us.

Very truly yours,

/s/ John F. LeBus
JOHN F. LEBUS
Regional Director

J. H. RUTTER-REX-MANUFACTURING CO.
INCOPORATED
Work Shirts ——— - - - ——— Work Pants
for the Wholesale Trade

Main Office Phone VAlley 2484

P.O. Box 3068 Bywater Station
New Orleans

SUPPLEMENTAL EXHIBIT II (b)

July 15, 1955

Dear Madam:

Since the termination of the strike, we have been making the adjustments in our operation necessary to rehire all strikers who desire to return to work. However, in contacting the former strikers, we have found that many who applied for work are not interested in returning to work, or, for some personal reason, cannot work at this time.

Accordingly, in order to assist us in rehiring strikers who want to return to work, it would be appreciated if you will contact the personnel office on ..... 1955 and advise whether you are available for work at this time. We will be able to place you on the payroll on that date, or shortly thereafter, depending on the response to this letter.

Yours very truly,

J. H. RUTTER-REX-MFG. CO., INC.

/s/ E. J. Rutter
E. J. RUTTER

EJR/jg

New York Sales Office 5812 Empire State Bldg.
Phone CHickering 4-2561

SUPPLEMENTAL EXHIBIT II (c)

AFFIDAVIT

ORLEANS PARISH
LOUISIANA

BEFORE ME, the undersigned authority, personally came and appeared EUGENE J. RUTTER who, after being duly sworn, deposed and said that he is the President of J. H. RUTTER-REX MANUFACTURING COMPANY, INC., which is the respondent referred to in Case No. 16422 pending on the docket of the UNITED STATES COURT OF APPEALS, Fifth Circuit, entitled *National Labor Relations Board* v. *J. H. Rutter-Rex Manufacturing Company, Inc.*

The following members of the supervisory staff of the New Orleans plant of the company who were employed in the operation of said plant in April, May and June 1955, are no longer in the employ of the company:

Lucille Bellou
Alice Padel
Myrtis Bentley
Sally Trepani
Gertrude Buddy

In addition, many of the persons who were employed on the various operations in the manufacturing lines of the company as of April, May and June, 1955 are no longer employed by the company and their whereabouts are unknown to the officials of the company as of this date. Because of the passage of time and the absence of the aforesaid supervisors and employees, it is no longer possible to reconstruct accurately the problems which were involved in rebuilding the production lines of the plant upon the termination of the strike in April 1955, as those problems related to the rehiring of a particular applicant with a particular skill on a particular date.

Deponent further avers that the company, and its representatives, have made a diligent effort to obtain a tran-

script of the trial record in Case No. 333-832 of the docket of the Civil District Court for the Parish of Orleans, Louisiana (Division D Docket 5) entitled *J. H. Rutter-Rex Manufacturing Company, Inc.* v. *James E. Youngdahl, et als,* in the trial of which the plaintiff submitted proof of various accounts of violence engaged in by striking employees whom the company has since refused to reinstate. The trial in said case took place in November and December of 1954. Four court reporters took stenographic notes of the trial and each has advised the company's representatives that their notes are no longer available for transcription at this time. Without a reference to said record, the company is not in a position to document the acts of violence upon which the injunction issued to the same extent and with the same accuracy as the company was able to do at the trial of said litigation.

/s/ Eugene J. Rutter

SWORN TO AND SUBSCRIBED
January 31, 1962.

/s/ Albert Mintz
Notary Public
(ALBERT MINTZ)

SUPP. EXH. II (c)

APPENDICES TO BRIEF OF NATIONAL LABOR RELATIONS BOARD ON MOTION TO ENJOIN BACKPAY PROCEEDING

STATE OF LOUISIANA,)
) ss:
PARISH OF ORLEANS,)

AFFIDAVIT OF JOHN F. LEBUS

Comes now JOHN F. LEBUS, and being first duly sworn on oath, deposes and says:

1. He is the Regional Director of the 15th Region of the National Labor Relations Board, and as such, has full knowledge of the facts set forth herein.

2. At the time *N.L.R.B.* v. *Rutter-Rex Mfg. Co.*, 245 F. 2d 594 (C.A. 5), was decided, the New Orleans Regional Office of the Board, in common with the rest of the agency, was laboring under an extremely heavy case load. Our legal staff consisted of only six attorneys (as compared with 12 at present), yet we were responsible for the compliance aspects of such cases as *N.L.R.B.* v. *Lion Oil Co.*, 245 F. 2d 376 (C.A. 8); *N.L.R.B.* v. *Brown & Root*, 203 F. 2d 139 (C.A. 8); *N.L.R.B.* v. *W. C. Nabors Co.*, 196 F. 2d 272 (C.A. 5), cert. den. 344 U.S. 865, and *B.V.D. Company*, 110 NLRB 1412. These cases, all of which were decided prior to *Rutter-Rex*, involved over 665 backpay claimants. Accordingly, when the decision in *Rutter-Rex* came down, we were faced with the task of investigating the backpay and reinstatement rights of over 1,200 persons, and, either by litigation or settlements, of securing compliance with the Board orders and court decrees imposing the backpay and reinstatement obligations. Under these circumstances, *Rutter-Rex* could not have been processed more quickly without prejudice to cases which had been pending for considerably longer periods of time.

Moreover, in the period from July 1, 1957, to December 31, 1961, which is roughly the period of time during which *Rutter-Rex* was being worked on, over 2,200 other cases

were filed in our office, some of which involved the investigation and trial of matters of considerable complexity and importance. A sampling of some of these cases which eventually reached the Courts of Appeals include: *Seafarers International Union* v. *N.L.R.B.*, 265 F. 2d 585 (C.A.D.C.); *Superior Derrick Corp.* v. *N.L.R.B.*, 273 F. 2d 891 (C.A. 5), cert. den. 364 U.S. 816; *N.L.R.B.* v. *Intracoastal Terminal, Inc.*, 286 F. 2d 954 (C.A. 5); *International Union of United Brewery Workers* v. *N.L.R.B.*, 49 LRRM 2065 (C.A.D.C.); *Amalgamated Clothing Workers* v. *N.L.R.B.*, 49 LRRM 2599 (C.A.D.C.); *West India Fruit and Steamship Co.*, 130 NLRB 343, Petition for Enforcement docketed, No. 18,929 (C.A. 5), May 29, 1961.

The problems involved in *Rutter-Rex* itself were substantial. Since, as is the usual practice in such cases, neither the Board's order nor the Court's decree enumerated the specific individuals encompassed therein, but simply ordered the company to reinstate and make whole all the strikers, it was necessary for this office to locate and interview approximately 600 claimants to determine which of them would be entitled to offers of reinstatement and/or backpay. In addition, the company's payroll records, social security records, and personnel records had to be examined and analyzed to determine the rights of individual strikers to reemployment, and the gross backpay due those so entitled. As a result of these investigations, we were able to eliminate the nonmeritorious backpay claims of over 360 individuals. Finally, it was necessary, through interviews and examination of social security records, to determine the interim earnings of those employees entitled to backpay in order that these amounts might be credited to the company as a set-off against its backpay liability.

The backpay specification was issued in this case on November 16, 1961, scheduling a hearing thereon for January 29, 1962, and requiring the Company's answer within 15 days after issuance of the specification. On November 29, 1961, the Company requested and was granted an extension of time for filing its answer to January 4, 1962.

Thereafter, the Company made no further request for an extension of time for filing an answer or for a postponement of the scheduled hearing. Indeed, the Company filed no further motions of any nature with our office concerning the backpay proceedings. Any meritorious request for additional time to answer the specification, to prepare for the hearing, etc., would have been, and will be honored by this office pursuant to the authority set forth in the Board's Rules and Regulations, Sections 102.55-102.56.

FURTHER, Affiant Sayeth not.

JOHN F. LEBUS,
Regional Director, 15th Region,
National Labor Relations Board.

Subscribed and sworn to before me this 2nd day of March, 1962.

[SEAL]

LOUIS A. FUSELIER,
Notary Public,
Parish of Orleans,
State of Louisiana.

My Commission is issued for life.

August 21, 1957

J. H. RUTTER-REX MANUFACTURING CO.
New Orleans, Louisiana
15-CA-721 and 15-CA-723

J. H. Rutter-Rex Manufacturing Company
3725 Dauphine Street
New Orleans 17, Louisiana

GENTLEMEN:

You have recently received the Decree of the Fifth Circuit Court of Appeals in the above case.

I should like to offer the assistance of this office in effecting prompt compliance with the requirements of this

Decree. William W. Fox has been assigned to assist you in this connection.

Kindly advise Mr. Fox how many copies of the Notice you will need in order to comply with the terms of the Decree and he will have the required number prepared for you.

I trust that within the time specified in the Decree we will be able to report to the Board that you have taken the required action.

When you have fully complied with the affirmative terms of the Decree and there are no violations of its negative provisions, you will be notified that the case has been closed. Until you receive such notice you will know that the case still remains open for all purposes as awaiting compliance.

Very truly yours,

CHARLES M. PASCHAL, JR.,
Acting Regional Director.

cc. Mr. Philip Lampert, Reg. Counsel
Amal. Clothing Workers of America
333 S. Ashland Blvd.
Chicago 7, Illinois

cc: Messrs. Samuels, Brown, Herman, Scott & Young
12th Floor, Electric Building
Fort Worth 2, Texas

cc: Messrs. Dart, Guidry, Price & Reed
1008 National Bank of Commerce Bldg.
New Orleans 12, Louisiana

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building, 2026 St. Charles Avenue
New Orleans 13, Louisiana
Telephone MAgnolia 7695

April 29, 1957

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.
New Orleans, Louisiana
15-CA-632

J. H. Rutter-Rex Manufacturing
Company, Inc.
3725 Dauphine Street
New Orleans 17, Louisiana

GENTLEMEN:

The Respondent having satisfactorily complied with the affirmative requirements of the Decree in the above-entitled case, and the undersigned having determined that Respondent is also in compliance with the negative provisions of the Decree, the file in this matter is hereby

closed, and will be continued as a closed case so long as the present status of compliance continues.

Very truly yours,

JOHN F. LEBUS,
Regional Director.

cc: Executive Secretary, NLRB
Washington, D.C.

cc: Amalgamated Clothing Workers of Am. AFL-CIO
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cc: Mr. Philip Lampert, Regional Counsel
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IN THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

No. 16422

NATIONAL LABOR RELATIONS BOARD

vs.

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.

BRIEF IN SUPPORT OF MOTION TO STAY

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Filed, Feb. 2, 1962, U. S. Court of Appeals,
Edward W. Wadsworth, Clerk.

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IN THE UNITED STATES COURT OF APPEALS
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NATIONAL LABOR RELATIONS BOARD

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BRIEF IN SUPPORT OF MOTION TO STAY

To Said Honorable Court:

INTRODUCTORY STATEMENT

The Motion before the Court asks for relief in four numbered paragraphs. The fourth paragraph of the relief sought has been granted by the Court in staying the proceeding in question until the Court could act on the Motion. After further study of the law applicable to the Motion, Movant has concluded that the third paragraph requesting the appointment of a Master is not timely, inasmuch as no proceeding to adjudge the Movant in contempt of the order of the Court has been filed. Therefore this brief will concern itself with paragraphs 1 and 2 of the relief sought, which may be summarized as requesting the Court to determine that the proposed hearing should not now be held in view of the Board's delay of more than six years, from April of 1955, when the strikers began to return to work, until December, 1961.

The Motion does not seek to prevent any other proceeding or steps which the Board may wish to take other than the holding of a back pay specification hearing under the order and notice of the Board which is the subject of the Motion.

We begin by stating to the Court that no decision of the Federal appellate judiciary has heretofore considered

a motion of this type, asking that the National Labor Relations Board be stayed from holding a back pay hearing where the Board had ordered that employees be reinstated and the Court had enforced the order. We believe that the reason no similar motion has been presented to any Circuit Court is that nowhere in the history of the proceedings of the National Labor Relations Board has there been a set of facts which parallel the unconscionable and unwarranted delay of more than six years which has resulted in the problems which are involved.

However respondent submits that the statutes and decisions alike intend that this back pay proceeding may not be conducted by the Board so long after the events out of which the controversy arose and we shall here demonstrate their applicability to this Motion.

STATEMENT OF CASE

The case is detailed under oath in the Motion, and the Court is requested to carefully examine the Motion beginning at paragraph number 3 for those facts which would ordinarily be supplied by the printed record. We shall take the liberty, as our argument progresses, of stating the facts as they appear in the Motion and in the Exhibits where necessary to make the argument clear.

This proceeding arises upon a Motion filed by Rutter-Rex Manufacturing Company to stay a hearing ordered by the National Labor Relations Board by a notice dated November 16, 1961, setting a hearing on a back pay specification for January 29, 1962. This Court entered an order January 3, 1962, granting a temporary stay in the proposed hearing and in all proceedings pursuant to the Board order of November 16, 1961, until this Court could determine whether the Motion to stay the proceeding permanently should be granted.

The strike which was discussed in the Court's opinion of June 10, 1957, had ended by a letter of the Union addressed to the company dated April 4, 1955, shown in the Motion as Exhibit A. The company replied by letter dated April 11, 1955, Supplemental Exhibit II, requesting that the strikers come in at the rate of 20 per day, as that was the maximum at which they could be processed

in an orderly way. The strikers did so come in, and the company began returning them to work. It is not contended that the company has refused expressly to permit them to return to work. The dispute arises, we believe, out of the complexities of returning them to the work which are set forth in the Motion in paragraph 12.

At the time, when the strike ended, the Board had in process its case which culminated in an order of the Board issued February 13, 1956, and which was enforced by this Court on June 10, 1957, by its opinion recorded as *National Labor Relations Board* vs. *J. H. Rutter-Rex Manufacturing Company, Inc.*, 245 Fed. 2d 594. The Court in its opinion, discussing the re-employment rights of the strikers, and the calculation of lost pay, if any, said that such matters could be resolved

> "Either in further administrative proceedings before and through the Board or in direct contempt proceedings, if brought before us, for failure to comply with our order decreeing enforcement."

The company posted the notices required by the Court's decree, and entered upon the directed bargaining with the Union. The Board has not complained either formally or informally that the company did not comply fully with the order of the Board and the decree of the Court insofar as the posting of notices and the bargaining in good faith requirements are concerned. With respect to complying with the decree of the Court concerning reinstatement of the strikers, the sworn motion on file before the Court narrates, beginning with paragraph 12, the respondent's efforts to reinstate the strikers, which had begun in April of 1955.* Following the decree of the Court the Board requested information from the company concerning the number of returning strikers who had been reinstated, and the company supplied this information by letter dated October 24, 1957, shown in the Motion as Exhibit G, and by a list of names attached to the Motion as Exhibit G1.

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* Supplemental Exhibit II(b) is a copy of respondent's form letter to strikers asking them to cooperate in the rehiring program by contacting the personnel office if they were available for work.

While the order of the Board, which was enforced by the Court, had directed that the returning strikers be reinstated within five days, the company had argued to the Court that literal compliance with the Board order was then impossible, and that the order foreclosed certain questions which were relevent to reinstatement. In response to this argument the Court said in part

> "The numerous questions which the employer insists now plague it, such as the possibility of non-strikers voluntarily terminating employment with subsequent replacement during the strike, the availability of work at various times considering the nature of these manufacturing operations, the number of strikers who may have declared their unwillingness to return to work, the calculation of the lost pay if any, the misconduct of some specified strikers which might afford a basis for denying reinstatement, are not foreclosed. Their resolution can come either in further administrative proceedings before and through the Board or in direct contempt proceedings, if brought before us, for failure to comply with our order decreeing enforcement."

The Court thus contemplated the difficulty of literal compliance with the Board's order and further contemplated prompt administrative action by the Board to consider whether the company was justified in any deviation from literal compliance with the five day reinstatement order of the Board. If the Court had not contemplated such difficulties and had enforced the Board's order without reference to the company's defences, the company would have at least known what it was required to do. Had the company seen fit to ask the Supreme Court to review the enforcement order it could have pursued its remedy in that direction. Or if not, it would have set about rehiring every striker it could find; whether she had engaged in violence or not, whether there was work for her to do or not, and whether the overall production of the plant would have been advanced or retarded. But this Court did not ignore the respondent's practical and legal problems. On the contrary, it specifically reserved

to the respondent the defenses urged in respondent's brief. And in the process of so doing this Court foresaw the obvious fact that there were likely to be differences of opinion between respondent and the Board with regard to respondent's actions toward certain returning employees. In dealing with some 600 individual cases, it was not unlikely that the company's rehiring of a certain striker on a certain date beyond the five day period, or the company's refusal to rehire a returning striker at all, might in some cases be questioned by the Board. Respondent believes that this Court contemplated that these differences might arise and expected the Board to oversee such compliance as the order required. The Board's duty was not all in the direction of the strikers. There was a duty to respondent as well, a duty to provide a prompt determination of any case in which the Board contended that the company's position with reference to a particular striker was unjustified. This is particularly true when the vast majority of the strikers had been reinstated over a year before the Court enforced the Board's order, and respondent had advised the Board by its letter of October 24, 1957 which employees had applied and which had been hired, together with the dates upon which each rehiring occurred. Only by the Board's prompt administrative action in any case in which it disagreed with the company could the order as enforced by this Court be contained within the limits of he remedial action contemplated by the Act. For there can be no serious disagreement with respondent's present allegation that for the Board to delay ten years, as it might have done, or for six years as it actually did delay, transports its order into the realm of the punitive. That this is the Board's deliberate intention is demonstrated by the fact that it seeks to place liability for additional back pay upon respondent on the Board's extreme theory in the specification that there was not a single striker who was able to obtain employment anywhere in the City of New Orleans or elsewhere, at any time from 1955 to date, at wages as high as those which would have been earned in the Rutter plant.

In any event, it is clear that the company *believed* that the Board would assist the company in complying with

the decree of the Court. The company's letter of November 7, 1957, shown as Exhibit I, not only shows the company's desire to comply with the decree, but requests the Board to assist it in the following language

> "Our client has already complied with some of the provisions of the decree, and is presently engaged in bargaining with the representatives of the Amalgamated Clothing Workers of America. If any instance of a failure to fully comply with the order is brought to your attention, we would appreciate your contacting us promptly so that such corrective measures as may be necessary can be immediately taken in order to assure full compliance with the decree."

From the time of this request, November 7, 1957, *nothing whatsoever was heard from the Board in connection with the enforcement of this Court's order until March 22, 1960.* The details of this correspondence are shown in paragraph 14 of the Motion, Exhibits I and J.

We therefore submit that this case does not involve any question of whether there has been a willful disregard of this Court's decree. The company insists that the record establishes that the company has taken the action which this Court contemplated and intended that the company take at the time its opinion was issued.

On November 4, 1961, after a delay of more than six years from the end of the strike, and a delay of more than four years from this Court's decree, the Board filed a back pay specification charging the company with liability to strikers in the amount of $342,000.00. We repeat, at the risk of extreme redundancy, that in response to the letter of November 7, 1957, by which the company requested information concerning any difference which the Board might have with the company's reinstatement practices, the Board did not give the company any assistance or any reason to believe that any differences of opinion between the Board and the company existed.

QUESTIONS PRESENTED

1) Whether the Court has jurisdiction of this Motion and power to issue a stay order.

2) Whether the back pay proceeding in question should now be stayed by this Court in view of the delay of the Board in filing the back pay specification.

3) Whether the hearing on the back pay specification is barred by the Administrative Procedure Act, 5 USCA, Section 1006.

4) Whether the back pay specification hearing is barred by the limitation on the Board in Section 10 of the National Labor Relations Act that it may not issue a complaint based upon a charge not filed within six months of the alleged unfair practice, where the Board determined on October 31, 1957, that it would not issue a complaint based upon the failure to reinstate the strikers, as shown by Exhibit E approving the withdrawal of the charge.

5) Whether the rules of the National Labor Relations Board, Section 102.54 et seq., permit the issuance of the back pay specification where the question is the right of certain individuals to be reinstated within five days of their application, as distinguished from a controversy involving the amount of back pay.

6) Whether the sworn facts of record show a conscious good faith effort of the company to obey this Court's decree, so that the Court is now satisfied that Movant is not in willful contempt.

I.

Whether The Court has Jurisdiction of This Motion and Power To Issue a Stay Order.

ARGUMENT

The first question presented is whether the Court has jurisdiction of the Motion and power to stay the proceeding ordered by the Board.

The back-pay specification does not purport to be a complaint issued by the Board under Section 10 of the Statute. Rather it is an ancillary administrative proceeding as a preliminary to contempt proceedings in this Court pursuant to its decree. The back-pay specification and notice of hearing makes this clear and recites that

the back-pay specification hearing arises pursuant to the decree of this Honorable Court.

This Court therefore has jurisdiction under 28 USCA Section 1651, commonly known as the "All Writs Act", authorizing the Court to issue any writ necessary or appropriate in aid of its jurisdiction and agreeable to the principles of equity. In *National Labor Relations Board* vs. *Hopwood Refg. Company*, 104 Fed. 2d 202, the Court held that contempt proceedings were a continuation of the original case. It is settled not only that the Court has a plenary power over enforcement processes subsequent to its decree, but even the power to modify its original decree after the term at which it was entered has expired, particularly where an injunctive order was issued, which is the nature of the Court's order enforcing the Board order. See *U. S.* vs. *Swift and Company*, 286 US 106-123, 73 L.Ed. 999. See also *Stewart* vs. *NLRB*, 129 Fed. 2d 481; *NLRB* vs. *Deena Hardware, Inc.*, 228 Fed. 2d 871; *NLRB* vs. *Sunshine Mining Company*, 125 Fed. 2d 757; *Warehouseman's Union, etc.* vs. *NLRB*, 121 Fed. 2d 84.

In addition, this Court has jurisdiction under the express provisions of the Administrative Procedure Act, where the gravamen of the complaint stated in the Motion is the Board's unreasonable delay in determining the matters before it. The Act provides, 5 USCA, Sec. 1009 (c) in part as follows:

> "Every agency action made reviewable by statute and every final agency action for which there is no other adequate remedy in any court shall be subject to judicial review."

The Administrative Procedure Act further provides, 5 USCA, Sec. 1008(b) in part as follows:

> "The form of proceeding for judicial review shall be any special statutory review proceeding relevant to the subject matter in any court specified by statute, or, in the absence or inadequacy thereof, any applicable form of legal action (including actions for declaratory judgments or writs of prohibitory or man-

datory injunction or habeas corpus) in any court of competent jurisdiction."

The company contends that the National Labor Relations Board has no legal right to conduct the hearing it proposes under its notice, and since no other court has jurisdiction of the question of the right of the Board to conduct this hearing, jurisdiction is necessarily lodged in this Court under said statute. The Board cannot review the question of its right to hold the hearing until after the hearing is held, and since the issue is the right of the Board to hold the hearing there is no adequate method of review provided outside the prohibitory orders of this Court.

II.

Whether the Back Pay Proceeding in Question Should Now be Stayed by This Court in View of the Delay of The Board of More Than Four Years in Filing the Back Pay Specification.

ARGUMENT

The strike out of which the proceedings arise began in April of 1954, when the Union called some 600 employees of the company from their work. It ended in April of 1955 when the Union notified the company that the employees had voted to return to work, and attached a list of the striking employees with the statement that all of them wished to return to work. The company replied, promptly, by letter advising that they should come in at the rate of 20 per day as that was the maximum rate at which the applications could be processed.

The difficulties of the rehiring process are narrated by the company under oath in the Motion beginning at paragraph 12. However, in spite of these difficulties, which had been forseen by the Court, the result of the company's program of reinstating the strikers, voluntarily undertaken by the company in April of 1955, may be now seen from the record as follows: The company had on its payroll at the time the strike began some 600 employees

whose names are shown on the list which the company furnished to the Board upon its request, Exhibit H. An examination of the Board's contentions in the back pay specification demonstrates that the problem of reinstating the strikers had been resolved to the satisfaction of the Board, insofar as approximately 530 employees were concerned by the end of 1956. The back pay specification is limited by the Board to 207 employees, of whom the Board admits some 130 were reinstated by the company before the end of 1956, and before the decree of this Court was entered. According to the back pay specification only 70 of the 600 employees on the payroll when the strike began had not been reinstated. Of course this figure is only the Board's contention, without reference to the company's defenses.* The Board, by charging the company with back pay from 1955 until the present date, has built a charge of liability against the company, for these 70 employees, aggregating $280,000.00 and continuing daily to increase. The huge amount of liability which the Board has thus accumulated against the company illustrates dramatically the effect of the Board created delay in prejudicing the position of the company.

In addition to artifically increasing the monetary exposure of the company by its delay, the Board has further prejudiced the respondent insofar as making its defenses is concerned. The respondent operates a garment manufacturing business under an assembly line method where each employee regularly performs a small part of the manufacturing operation. the "jobs" of the employee relate to the particular operation customarily performed, for which they are trained. Ordinarily their skills apply to one or perhaps two of the company operations. In assemblying the production lines when the strikers returned to work, it was necessary for the company to select employees having the requisite occupational skills in order to put a line into the manufacturing process. Other practical difficulties are narrated in the Motion, under oath,

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* The comany denies that applications were ever received from many of those 70 strikers. Many others disqualified because the company contends they engaged in violence during the strike.

at paragraph 12. The volume of the company's business had declined during the strike. The United States Government had cancelled certain contracts which were in process of manufacture when the strike began. The Union, on information and belief, and it is very strong belief, had made a determined effort to curtail the company's sources of business. The volume of work in the plant has never reached pre-strike level at any time since the termination of the strike. It is plain that the volume of work had decreased for causes beyond the control of the company.

In view of the showing made that the clear preponderance of the problems arising out of the massive return to work have been resolved in a manner free of controversy, it is obvious that persons who applied and who were not reinstated were not reinstated because there was a reason for the inability or the refusal of the company to re-employ them on any given date. In order now to meet the charges of the Board it is necessary for the company to reconstruct the entire factory operation as of the time the rehiring began, in order to establish the cause which existed at that time for not reinstating a particular striker. It is obvious that this reconstruction requires the testimony of the supervisory personnel of the company, who participated at lower management levels in reaching decisions. These supervisors alone had the intimate personal familiarity, arising from their day to day activities of the myriad details of the many separate lines of manufacturing activity. They better than anyone else can explain the reason why a particular skill could not be furnished work at a particular time. It is further plain that the facts entering into these complicated and detailed decisions were not facts of record, but depended then and now upon the knowledge and memory of the particular supervisors and the particular employees involved. Thus with respect to any one returning employee, the testimony of many individuals may have been required to reconstruct the circumstances which dictated if and when she would be rehired.

The importance of these witnesses to the company is obvious. Since the rehiring program in mid 1955, many

of the supervisory force have left the employ of the company. Supplemental Exhibit II(c). Many of the employees, familiar with the particular skills of the individuals involved have left the employment of the company. Problems of re-employment which could have been handled routinely with the Board's assistance, if the Board had acted in accordance with its responsibilities and with dispatch, have now become lost to the realm of conjecture. The company is at the mercy of the 207 partisan employees who now seek the $342,000.00 pot of gold which the Board has placed before them.

The impossibility of adequate cross-examination of these partisans is obvious. Against their statement of what supervisors said to them, of what the situation was at the time they came to work, the company's cross-examination cannot be predicated upon known and sure details for purposes of impeachment and accuracy.

While the strike was in progress there had been recurring scenes of violence on and near the picket line outside the plant. The immediate neighborhood in which the plant was located found itself the scene of struggle between the strikers and employees who desired to work while the strike was in progress. The New Orleans police force was upon the scene frequently. Numerous individuals were arrested and charged with breach of the peace. Finally the company instituted a suit for an injunction against such violence, in Case No. 333-832 of the Civil District Court for the Parish of Orleans, entitled "*J. H. Rutter-Rex Manufacturing Company, Inc.* vs. *James E. Youngdahl, et al.*" A trial of several weeks ensued in which the minutia of the breaches of the peace and the unwarranted violence were examined and testimony taken. The Court granted an injunction against the Union and its associates and confederates prohibiting in the future the conduct which had been freely indulged in the past. Since the back pay specification was issued, the company has made an effort to locate the stenographic record of the trial in order to identify clearly the persons who had forfeited their rights to reinstatement by participating in the violence. The record is not obtainable. Due to the length of the trial four court reporters participated in

recording the evidence. Three of them have disposed of their notes. One advises that he may possibly locate them in some long forgotten storage niche. As of the date of this writing, the lost notes have not been located and the lost evidence cannot be procured. See affidavit, Supplemental Exhibit II(c).

Thus has delay prejudiced the company; thus has delay obscured the truth; thus has clear and convincing evidence been irretrievably lost. Respondent's defenses are now committed to the reluctant memory of witnesses who have much to gain in supporting the case of the Board.

Prejudice with respect to the possibility of a fair trial at this late date is not the only prejudice and injury which the Company has suffered. Since the back pay liability for 70 employees is now some $282,000.00, based on a beginning point in 1955 and continuing to the present, it is obvious that if the Board is successful the long delay of the Board is the most important element in creating the astronomical liability. Before turning to the settled authorities which have considered the effect of such delay in proceedings of this general nature, we remark that we expect the Board to attempt to justify its delay and attribute it in part at least to the Company. We sincerely say that this cannot truthfully or accurately be done. It is undisputed that from November of 1957, when the Company requested assistance as shown in Exhibit I, until March of 1960 (Exhibit J), the Company heard nothing from the Board, and the Board did nothing to resolve the difficult questions which it now says had arisen. After March of 1960 the Board began a desultory series of inquiries for information to the Company. The Company met these inquiries in every case with the willingness to furnish the information, or permit the Board to secure it from company records. This series of requests and responses is shown in the correspondence between the Board and the attorney for the Company, which is now filed as Supplemental Exhibit II(a). It will be observed that on May 25, 1961, the Regional Director wrote a letter (hereinafter referred to as the Lebus letter) to the company attorney in which he attempted to share the

responsibility of his delay with the company. All of the premises of the Lebus letter are disputed by the company in its reply dated June 1, 1961. But even if the reply of the company be entirely disregarded, *the maximum amount of time which the Lebus letter would charge to the company amounts to less than three months out of the six year total.* Since the Board's requests required the company to put its employees to work locating and assembling personnel and payroll records which spanned a six year period, it is not surprising that the company required *some* time to reply to the Board's numerous demands for information. The company submits that the Lebus letter when carefully read in the light of the plain facts is no more than an obvious and less than candid attempt to cloud the issue with reference to delay.

We believe that the delay of the Board in this case is unprecedented; at least our research has not found a case where the period of delay compared to the extended delay now before this Court. We ask the Court to bear in mind that this case does not relate to delay by the Board *before* seeking enforcement of an order of the Board. Where employers have urged the delay of the Board in petitioning the Court for enforcement of a Board order issued under Section 10, the courts have not permitted the employer to complain since the employer has a right to ask the Court to set aside the Board order and thereby compel early action. That is not the case at bar. Here the Court had already enforced the order of the Board by its decree of 1957. This type of delay in bringing a contempt proceeding, for that is what the back pay specification presages, has been considered by the United States Courts of Appeal and has been held to prevent a contempt proceeding. In *National Labor Relations Board* vs. *American Potash & Chemical Corp.*, 113 Fed. 2d 232, the 9th Circuit considered a contempt proceeding brought by the Board against an employer 13 months after the alleged acts in violation of the Court order occurred. The acts of contempt related to the forming of another company-dominated union. The Court in holding that it would not entertain the contempt petition after a lapse of 13 months from the violation, said in part,

"That 13 months has obscured the memory of these employees as to the happenings in the emotions aroused by this controversy with their employer is apparent from the affidavits and we do not believe a reference for further exploration of the charge of disobedience of our order (c) is required to vindicate the authority of the Court or aid to effectuate the purpose of the Act."

In another portion of the opinion the Court said in part:

"It is obvious that the charged offenses are entirely different in character and that if the domination happening over a year before were sufficiently substantial to constitute contempt, no mere convenience of the Court or Board warrants such a delay."

In *National Labor Relations Board* vs. *Sterling Electric Motors*, 114 Fed. 2d 738, the Court had a problem, in a different type of proceeding, not unlike the problem in the case at bar. There the court in connection with enforcement proceedings had recommitted to the Board an issue upon which it was to take evidence. The Board failed to take evidence or conduct a hearing under the court direction. The conduct of the Board, although for different reasons, compares to the failure of the Board in the instant case to make any effort to resolve the controversies arising out of the rehiring process from the time of the Court decree until March of 1961. The Court condemned the delay of many months, saying that the refusal to act on the recommitted issue was a violation by the Board of its duty under Section 10(e) of the Labor Act. It said in part:

"It is obvious what the delay of these many months may mean to the business reputation of a small manufacturing firm subject to a charge by a powerful governmental agency of a fraud reflecting on its integrity, allegedly committed to accomplish a violation of a federal statute. . . . that a prompt decision on such a charge is the intent of Congress is shown by Section (10(i) of the Act." (Citing authority)

The decision in *National Labor Relations Board* vs. *Mall Tool Co.*, 119 Fed. 2d 700, 7th Circuit, in speaking of delay and prejudice to the employer, said in part:

> "Consistency in administrative rulings is essential, for to adopt different standards for similar situations is to act arbitrarily. Under such circumstances, affirmative orders violate administrative discretion and become punitive, rather than remedial measures, outside the scope of the Board's powers. (Citing authority) It is obvious that undue delay in filing charges may not only prejudice the employer, but also tend to encourage employees to await in idleness with the expectation that no matter how long they delay filing charges, they will receive compensation for all time during which they have been quiesant. *The legislation contemplates that a proceeding such as this shall promote the public welfare; not that it shall benefit provate parties in respect unrelated to that welfare.* (Emphasis supplied)

In *Matheson* vs. *Hanna-Schoellkopf Co.*, 122 Fed. 836, a rugged district judge had before him an application to hold in contempt a respondent who had violated an injunction more than four years before the attachment was asked for. The Court said in part:

> "I regard the delay as enough to justify me in refusing this motion. The injuries done by the acts complained of was peculiarly directed against the private right of the petitioner, and it was his duty to move promptly, instead of going on before the Master, as if nothing important had happened. His neglect to take timely action leads me to believe that if the Master had accepted the petitioner's view of the law, and had reported what the petitioner would have regarded as a favorable decree, this proceeding probably would not have been begun. Moreover even if the alleged contempt should be regarded solely in its quasi-criminal aspect, as an offense against an order of the Court, the lapse of time is so great that a Court should be reluctant to inflict a punishment from which, if the offense were indictable, the stat-

ute of limitations would be a complete protection. I do not say that the lapse of time is in all cases a sufficient reply to the charge of contempt, but certainly, after four years, the case should be clear, and the circumstances should call distinctly for the court's action."

We do not now contend that the five year statute of limitations, Title 18, Sec. 3282, USCA, standing alone, is a bar to maintaining a contempt proceeding in this case. But the question of whether to entertain a contempt proceeding, and the back pay specification presages such proceeding, is a question within the judicial discretion of the Court. It is therefore appropriate to observe that the back pay specification contemplates a prosecution or sanction against the company *for acts which allegedly occurred more than six years ago.* For purposes of analogy it is pertinent to observe that even a common thief or other felon could not now be subjected to any kind of punitive proceeding after so great a lapse of time. The Supreme Court of the United States has settled in two leading decisions that the time for punishing for contempt begins to run when the acts which are sought to be punished occur. In *Gompers* vs. *United States*, 233 US 604, 58 L.Ed. 1115, 34 S.Ct. 693, Mr. Justice Holmes held that where the period of time prescribed in the federal Limitation act barred prosecution for crime, it must likewise bar sanctions for contempt. The acts involved were alleged to be the violation of an injunction which has been issued in a civil suit previously affirmed by the Supreme Court. The acts were treated as though they were criminal contempt, although they involved only the violation of a civil decree of injunction. In holding that the statute of limitations applied to them the Court held that the fact that trial by jury was not extended to such offenses did not take them out of the limitation statute. He held that the statute applied to the acts even though the statute referred to the commencement of prosecution by indictment or information, explaining that these words were subordinate to the phrase "any offense not capital". Finally Mr. Justice Holmes concluded

> "Even if the statute does not cover the case by its express words, as we think it does, still, in dealing with the punishment of crime a rule should be laid down, if not by Congress, by this Court. The power to punish for contempt must have some limit in time, and in defining that limit we should have regard to what has been the policy of law from the foundation of the government. By analogy, if not by enactment, the limit is three years."

Mr. Justice Holmes concluded by quoting from Chief Justice Marshall in *Adams* vs. *Woods*, 2 Cranch, 336, 2 L. Ed. 297.

> "In a country where not even treason can be prosecuted after a lapse of three years, it could scarcely be supposed that an individual would remain forever liable to a pecuniary forfeiture."

The Gompers case has never been questioned as authority and was cited by the latest modern case from our Supreme Court, *Pendergrast* vs. *United States*, 317 US 312; 87 L.Ed. 368. In the Pendergrast case, a fraudulent settlement of a controversy involving $10,000,000.00 of funds impounded by a District Court had been concealed from the Court until revealed by Income Tax investigations. The parties to the fraudulent settlement were prosecuted as for criminal contempt, and the lower courts held that the statute of limitations relating to crimes did not apply to the case because the fraud was concealed and the crime continued until the fraudulent concealment was ended. The Supreme Court through Mr. Justice Douglas reversed the judgments of conviction below. He cited and reaffirmed the holding of the Gompers case, and the authority of *Adams* vs. *Woods*, supra. It was urged that the contempt continued so long as justice was obstructed, but the court denied this contention holding that each act was punishable of itself, and therefore "must be judged by itself".

The acts in question here occurred in mid 1955. The back pay specification was dated November 4, 1961. Thus more than six years elapsed between the act and the proposed proceeding.

The rule of the Gompers and Pendergrast cases has become the settled rule of Federal and State Courts. The subject is annotated in 38 ALR 2d 1131. The annotation cites *Hart Investment Company* vs. *Great Eastern Oil Company*, 27 Fed. Sup. 713; and *United States* vs. *Goldman*, 277 US 229, 72 L.Ed. 862, for the rule that a proceeding instituted by the Federal Government for punishment of an injunction obtained by the Federal Government is an offense subject to the statute of limitations. In *United States* vs. *Dean Rubber Manufacturing Company*, 72 Fed. Sup. 819, the government proceeded against a manufacturing company for violating an injunction decree granted in an action instituted by the United States under the Food, Drug & Cosmetic Act. It was there held that the proceeding was barred by the criminal statute applying to offenses against the United States, the predecessor of the current statute, rather than the one year limitation period contained in the Clayton Act.

It is true that the proceedings of the National Labor Relations Board after the court had enforced its decree to hold the employer in contempt have been likened to a civil contempt proceeding rather than a criminal contempt. This is immaterial for limitation purposes. *Adams* vs. *Woods*, supra., by Justice Marshall negates the theory that the difference between civil and criminal offenses may render civil offenses not subject to the statute. The citation of the Adams case in the Pendergrast case, and the reasoning of the court in the Gompers and Pendergrast cases likewise make it plain that the reason for attaching the consequences of the limitations statute to the contempt proceeding apply even more strongly to civil contempt than to criminal contempt. We assume the policy of the law is not to adopt a rule which would bar the prosecution of a rogue or criminal and at the same time leave a businessman subject to prosecution without time limit in a matter arising out of Labor Board proceedings. That ought not to be the law and we cannot conceive that this Court will declare that it is the law.

In *Deering-Millikin, Inc.* vs. *Johnson*, 193 F. Supp. 741, the National Labor Relation Board was enjoined by a District Court where it had delayed its processes of deci-

sion over the course of several years. In holding that the actions of the Board were sufficient to ground an injunction, the District Court said,

> "The Board's order of February 15, 1961, and the failure of the Board to make a determination of said case on the merits, works an irreparable injury to plaintiff, constitutes a denial of rights guaranteed to it by the Constitution of the United States, and violates clear and mandatory provisions of statutes governing the Board's handling of said case."

We shall urge to the Court the significance of the decision of the Deering-Millikin, Inc. case under another section of this brief. We refer to it here solely to demonstrate that the courts will enjoin administrative action by the Board taken in a manner or at a time which work irreparable injury to the respondent. It is particularly significant that the Board was enjoined in Deering-Millikin even though there could be no showing in that case of any injury approaching the type of monetary injury which the Board seeks to visit upon the respondent in this proceeding.

The Sterling Electric Motors case, the American Potash case, and Deering-Millikin are late expressions of well established law. In 42 Am. Jur. page 438, Sec. 108, the text says with reference to long delayed administrative proceedings,

> "In the absence of such a provision (Statute of limitations) however, the courts are loath to infer that the legislature intended that administrative proceedings in matters of private rights shall not be barred by the lapse of time as are judicial proceedings."

We have heretofore pointed out, and we repeat for emphasis, the fact that the company in its letters of October 24 and November 7, 1957, Exhibits G and I, advised the Board of what it had already done with respect to reinstating the strikers and specifically requested the Board to call to the company's attention any controversy or difference that might arise so that it could be immediately corrected. The Board's failure to respond has not

only increased respondent's potential liability to astronomical proportions; but the failure of the Board to see that the compliance was effected and to work with the company to that end is also a significant failure of its public responsibility. This Court had a somewhat similar problem, although the action of the Board was not as aggravated, in *Waterman SS Corporation* vs. *National Labor Relations Board*, 119 Fed. 2d 760. In that case the company asked advice of the Board as to how to make certain calculations and tenders relating to back pay. The company made a calculation for each man and sent it to him with a full release. The Board thought the basis of the settlement was erroneous, and brought contempt proceedings against the employer. This Court stated that the Board

> "Ought on request to cooperate with the employer in framing a proper tender, and we should be slow to punish as contemptuous unassisted tenders which are not in all respects correct but made in good faith."

Likewise in *N.L.R.B.* vs. *Dan River Mills, Inc.*, 274 F. 2d 381 @ 387 the Court through Judge Brown said,

> ". . . it is reasonable for an employer to expect that official processes once invoked may be used for its resolution."

In *M. M. Wood Co.* vs. *Plywood and Veneer*, 23 F. Supp. 11, the Court said,

> "The power to settle controversy by administrative action carries with it the responsibility to act."

We conclude by submitting that the action of the Board, which had full knowledge in 1957 of the employees who had been reinstated, and of the employees who had not been reinstated, in not taking the problem up with the company and assisting in a prompt resolution thereof, was a violation of the duty which it owed to this Court, to the company, to the employees, and under its statutory mandate. Its delay has prejudiced the company to the point that it is difficult if not impossible for the facts to now be difficult if not impossible for the facts to now be

accurately presented to any trier of fact. There can be no excuse for the delay, and we scarcely believe that one will be offered. This delay and the perjudice to the other party litigant constitutes laches, as that term has been familiar to equity jurisprudence, and on the ground of laches the Board should now be permanently stayed from maintaining the hearing so long delayed.

III.

Whether the Hearing on the Back Pay Specification is Barred by the Administrative Procedure Act, 5 USCA, Section 1006.

ARGUMENT

The next question presented is whether the Administrative Procedure Act forbids the National Labor Relations Board to conduct the back pay specification hearing, where the Board has unduly delayed the resolution of the controversy. The Administrative Procedure Act, 5 USCA, Section 1005(a) provides in part as follows:

> "Every agency shall proceed with reasonable dispatch to conclude any matter presented to it except that due regard shall be had for the convenience and necessity of the parties or their representatives."

If this language means anything at all it means that the Board must act promptly in any case in which it contends that there is a continuing monetary liability which increases each day of the Board's delay. The Deering-Millikin case, supra, stands squarely for the proposition that violation of the command of reasonable dispatch contained in the Administrative Procedure Act is, standing alone, sufficient grounds to prohibit the Board from holding the hearing. The action of the Board not only fails to meet the requirement of the Administrative Procedure Act, it deprives the company of that due process of law contemplated by the Constitution. It is fundamental that the due process guaranty requires a fair trial with an opportunity to present witnesses and all such evidence as is required to fairly present the position of the litigant. The Board's delay here has effectively prevented the com-

pany from meeting the particular facts involved in the numerous and complex issues. We cannot under the facts known to us charge the personnel of the Board with deliberately delaying the matter so that the financial liability of the respondent would be enhanced. But we do say that if this Honorable Court permits this hearing to now be held, the way will be open for a vindicative official to take such action and thereby either to wreck the corporate employer with financial losses or harass him by compelling an expensive effort to defend actions occurring many years ago with only hostile witnesses to furnish evidence.

IV.

Whether the Back Pay Specification Hearing is Barred by the Limitation on The Board in Section 10 of The National Labor Relations Act That it May Not Issue a Complaint Based Upon a Charge Not Filed Within Six Months of the Alleged Unfair Practice, Where The Board Determined on October 31, 1957, That it Would Not Issue a Complaint Based Upon the Failure to Reinstate the Strikers, as Shown by Exhibit E, Approving the Withdrawal of the Charge.

ARGUMENT

In addition to the Labor Board proceeding which resulted in the order enforced by the Court, another Labor Board case was begun on June 29, 1955, by the filing of a charge which became Case No. 15-CA-843. This charge alleged that the company had refused to reinstate the returning employees and had thereby violated Section 7 of the National Labor Relations Act. The charge is shown as Exhibit B to the Motion, together with the names of the employees who were made the subject of the charge. An amended charge was filed on August 2, 1955, shown as Exhibit C, alleging that the company had "discriminatorily refused to reinstate or re-employ striking employees whose names are attached hereto," and another list of names was attached to the amended charge. The charge was amended again on January 12, 1956, and a

third list of names was attached. These charges pended from the summer of 1955 until the fall of 1957, when the charges were withdrawn with Board approval as shown by Exhibit E. No other charges relating to the alleged unfair labor practice specified in the charges withdrawn have been filed against the company.

The charges which pended before the Board in Case No. 15-CA-843 had been timely filed, within the time specified by 29 USCA Section 160(b), that is within six months from the occurrence of the act complained of. The Board had the power to issue a complaint if it deemed an unfair labor practice had been committed. It did not do so but permitted the charges to be withdrawn with its approval. *The Board allowed the charges which had been properly filed to be withdrawn at a date which prevented the filing of any new charge, and the Board's action permitting the withdrawal effectually extinguished the occurrences which were the subject of the charge insofar as any future unfair labor practice proceeding was concerned.*

It is the obvious intention of the Act to prevent the Board from now adjudicating the unfair practice which has been extinguished by the withdrawal of the charges, and the time limit specified in the Act. Thus the Board seeks to do by a back pay specification, a creature of its own creation, that which Congress has denied the Board the right to do directly by the statutory methods provided.

We shall in the next section of this brief, attempt to draw for the Court the distinction between the re-employment rights of individuals and the computation of back pay where the re-employment rights are not in issue. If the Board has made a mistake in permitting the charge to be withdrawn, so that legally the proceeding may not now be conducted, that is the Board's own mistake. It could have allowed the charge to pend and tried the unfair practice at the present time. It did not do so because in the unfair practice proceeding the Board would have had the burden of proof of all of the facts it sought to establish. Rather it decided to avoid the trial of the re-employment rights in an unfair labor practice proceeding, and seek to include the re-employment right in a hearing

on the back pay specification. We respectfully submit that the Congress did not intend that the Board evade its responsibility in this manner, nor did Congress intend that the Board be allowed to do indirectly what Congress forbade it to do directly.

V.

Whether the Rules of The National Labor Relations Board, Section 102.54 Et Seq., Permit the Issuance of the Back Pay Specification Where the Question is the Right of Certain Individuals to be Reinstated Within Five Days of Their Application, as Distinguished From a Controversy Involving Only the Amount of Back Pay.

ARGUMENT

The rules of the Board relating to the back pay specification begin at Section 102.52 and provide that the back pay specification may be issued by the Regional Director whenever it appears:

> "that there has arisen a controversy between the Board and a respondent concerning the amount of back pay due which cannot be resolved without a formal proceeding."

The rule presupposes, from its very wording, that the back pay proceeding relates only to a controversy about "amount". The rule does not contemplate that the back pay proceeding shall be used to determine whether the individual has re-employment rights, or whether the individual was reinstated at a time which was reasonable under all of the circumstances. The issue of the amount of back pay is ordinarily a matter of mathematical computation. The rule contemplates that the back pay specification hearing will be issued in the typical 8(a)3 case where the date of discharge and the date of re-employment are definitely known, and there is no controversy about the right of the individual to receive *some* back pay.

We submit that the Board has violated its own rule by spreading the back pay specification blanket wide enough to cover the re-employment rights of 207 individual employees, extending over a period in excess of six years.

Here the amount of back pay is not the crux of the dispute, but rather the re-employment rights of the individuals concerned. The rules of the Board relating to the back pay specification are wholly inapplicable to this proceeding is apparent by examining the remainder of Rule 102.54, reading:

> ". . . As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross back pay, a general denial shall not suffice. As to such matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, he shall specifically state the basis for his disagreement, setting forth in detail his position as to the applicable premises and furnishing the appropriate supporting figures."

This rule would put no great burden on a company if back pay were the *only* issue. It puts an insurmountable burden on the company where the re-employment rights of several hundred individuals are involved.

We submit that since the rules of the Board relating to the back pay specification do not apply to the controversy which the Board seeks to bring within them in the case at bar, the Court should stay the proceeding. We do not suggest revisions in the rules of the Board, as we do not believe that it is the responsibility of the counsel or of the Court so to do. We submit however that the Court should confine the Board to the rules which it has adopted, and not permit them to be used with respect to subject matter not within their express scope.

VI.

Whether the Sworn Facts of Record Show a Conscious Good Faith Effort of the Company to Obey This Court's Decree, so That The Court is Now Satisfied That Movant is Not in Willful Contempt.

ARGUMENT

The company has affirmed in the motion under oath its intention and its good faith efforts to comply with the

decree of the Court. It will not be disputed, we believe, that immediately following the decree of the Court the company posted the notice and compiled with the decree insofar as bargaining with the Union was concerned.

It likewise will not be disputed, we believe, that the company furnished to the Board a list of the employees who had presented themselves for work and a list of the dates showing when they had been rehired; and if they had not been rehired that that fact was shown upon the list. It is thus obvious that the company intended and sought in good faith to obey the decree of the Court. It told the Board that if any instance of non compliance were called to the attention of the company, the company would correct it so as to effect full compliance with the decree.

We recognize that the good faith of the company insofar as compliance with the decree is concerned is not ordinarily a complete defense, but we submit that its efforts here should at this late date constitute a complete defense. In any event we submit and believe that this court's disposition of the Motion of the company should be predicated upon the fact that the company has in good faith accepted and complied with the decree insofar as it could comply without the assistance of the Board in advising the company of errors or omissions which might have occurred in the rehiring process.

The United States Courts of Appeal, under the National Labor Relations Act, become finally the judges of the entire controversy. When the unfair labor practice proceeding begins, the Board by statute is given a wide freedom in determining the facts, drawing conclusions, and devising remedies. The United States Courts of Appeal are directed by the Act to enforce the orders of the Board in unfair labor practice proceedings, where the orders are supported by substantial evidence on the record considered as a whole. This Court, and others, have commented many times that the orders entered by the Board were not necessarily the orders which the Court would have entered if the facts had been originally tried before the Court. Nevertheless, the Court is commanded by stat-

ute to become a cooperative agency with the Board up to the point where the enforcement order is entered.

We submit that once the enforcement order is entered, the Court again reverts to its traditional role as an independent judge of a controversy between litigants. We submit that after the enforcement order is entered the Board has no greater standing in this Court than does any other litigant. It is therefore the ultimate responsibility of the Court to be sure that the facts which its contempt processes may adjudge are found fairly and that the Court should keep the proceeding to find the facts within its complete control.

We therefore submit to the Court that when, as and if the Board sees fit to present a sworn charge of contempt of Court in this case, that at such time the Court can determine what character of proceeding should be held and the extent of the inquiry which should be made into the facts thereof, and that the instant proceeding should be stayed.

The proceeding proposed by the Board ought to be stayed because it is obviously futile and serves no purpose so far as the Court is concerned. The Courts have settled that in a contempt proceeding something more than a mere preponderance of the evidence must be produced, and something less than proof beyond a reasonable doubt. This Court expressed the requirement in *National Labor Relations Board* vs. *Tupelo Garment Company*, 122 F. 2d 603, as follows:

> "A judgment holding the respondents in contempt would have to be supported by clear and convincing evidence but not necessarily proof beyond a reasonable doubt."

It is obvious that clear and convincing proof cannot be produced for the Court with respect to events which occurred more than six years ago, and where the evidence must necessarily come from partisan witnesses who testify with the hope of tremendous financial rewards for themselves if they support the Board's contentions. As this Court said in *NLRB* vs. *Dan River Mills, Inc.*, supra.,

"And now no longer will his conduct be judged alone by what was said. Now, through the unavoidable nature of our legal administrative machinery, *NLRB* vs. *Ferguson*, supra., it will be judged by what interested partisans say one said was said, or what others said to have said say was said."

CONCLUSION

We submit that this Honorable Court should now stay the proceedings which the Board proposes to conduct, leaving all other matters for determination in the event that the Board sees fit to take other steps. The sole question presented in the Motion is the issue of whether the back pay specification hearing should now be prohibited. We believe that it should and we therefore respectfully pray to the Court that the Motion seeking a stay of the back pay specification hearing be granted.

Respectfully submitted,

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IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 16,422

NATIONAL LABOR RELATIONS BOARD

versus

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.

SUPPLEMENTAL BRIEF IN SUPPORT OF MOTION TO STAY

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Edward W. Wadsworth, Clerk.

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The Court has permitted the filing of a brief by the Amalgamated Clothing Workers of America, AFL-CIO, as Intervenor, and this brief will reply to Intervenor's brief as well as the brief filed by the National Labor Relations Board in opposition to the Motion to Stay.

First and foremost, it is well to point out that neither the Board nor the intervening union has contradicted any fact set forth by Movant under oath in its Motion. No answer to the Motion was filed, and the Affidavit of the Regional Director appearing as Appendix A to the Board's brief, which is the only evidence filed by either the Board or the Intervenor under oath, does not contradict any fact set forth by Movant under oath. The factual allegations upon which Movant seeks relief may therefore be accepted by the Court as true. We ask the Court to consider the issues presented by the Motion against the background of these facts, which have not been contested or denied. It is particularly pertinent to point out that neither the Board nor the Intervenor has denied Movant's allegation that the union tried to curtail Movant's sources of business, thereby contributing to the problem of finding work for the returning strikers, and Movant's allegation that

in many instances returning strikers applied for reinstatement when they were not in fact serious about returning to work, thereby complicating an already complex reinstatement program.

By way of preliminary comment, Movant must point to the fact that Intervenor has made any number of allegations of fact in its brief which are completely gratuitous and not supported in any way. Intervenor, throughout its brief, makes unsupported statements concerning what the union has done and what the company has done during the course of this case, all of which are gratuitous representations designed to prejudice the mind of the Court. The extent of the union's efforts in this regard are climaxed in the last paragraph of its brief in which it is stated that Movant should not be allowed to gain anything from having resorted to "the simple expedient of delaying compliance with the Board's order and the Court's decree . . .". This statement is entirely at variance with the facts as set forth in the Motion, none of which have been contradicted, and inconsistent with the facts set forth in the Backpay Specification itself.

In the Board's brief, the Board resists the relief in the Motion to Stay by reliance upon the general principle of *Myers* v. *Bethlehem*, 303 US 41, to the effect that a federal court should not undertake "premature review of an unfair labor practice case" (Board's brief, page 9). The Board does not contest the jurisdiction of this Court which Movant has invoked, but maintains that this Court *ought* not to interfere with the regular processes of the Board as set forth in the National Labor Relations Act. *Myers* v. *Bethlehem* was decided before the Administrative Procedures Act became law in 1946, and therefore does not consider the obligation imposed upon administrative agencies by Section 6 (a) of the APA. Furthermore, it can hardly be said that Movant is seeking a "premature" review of Board action, in view of the Board's delay of 4½ years before filing the Backpay Specification in this case. Movant does not question the general principle preventing a litigant from "short circuiting" ordinary and customary statutory procedures which Congress has provided for administrative agencies. It is

Movant's position that this is no customary or ordinary Board proceeding, but rather one which has become an abuse of the Board's discretion converting what would have been a remedial order into a punitive and therefore prohibited order.

The second contention made by the Board in opposition to the relief sought by the Motion is that the APA "does not supplant the exclusive procedures for review of Board determinations provided in the NLRA" (Board's brief, page 17). This argument overlooks the verbiage of Section 10 (e) of the APA as interpreted by *Deering-Milliken* v. *Johnston*, 295 F 2d 856. The Board then argues that *Deering-Milliken* does not support this Court's right "to enjoin a hearing in an unfair labor practice proceeding" (Board's brief, page 21), but simply supports this Court's right to compel agency action unreasonably delayed. After originally contending that this Court should not interfere with the statutory procedure of the NLRA at all, the Board falls back to its secondary position, which is that this Court may order a dilatory Board to act but may not enjoin it from acting. The District Court opinion in the *Deering-Milliken* case (193 F. Supp. 741) could not be clearer in stating the nature of the action as one

> "brought to declare the invalidity of, and to obtain an injunction permanently restraining the defendant from proceeding under, an order of the National Labor Relations Board . . ."

The Board finally contends that the Board has not been guilty of laches, and that even if it has been guilty of laches, this is not a matter which can be urged against the government. That the Board has been guilty of laches is too obvious for serious argument. The Board cannot contest the fact that it permitted 4½ years to elapse before filing the Backpay Specification. The Board admits that it is "in the position of having delayed action in this matter over a period of several years" (Exhibit J). The Board contends that this delay has been attributable "in a large measure" to a shortage of personnel in the 15th Regional Office. By its own admission, then, the Board is on record as admitting that personnel problems did not

account for *all* of the delay. The only evidence which the Board has submitted in defense of the charge that it has been dilatory is in the form of an Affidavit by the Regional Director for the 15th Region (Board's brief—Exhibit A) in which he sets forth the fact that from July 1, 1957 to December 31, 1961, which is the period during which this case was being handled, over 2,200 cases were filed in the 15th Regional Office. *The position which the Board takes in its brief is that its own delays, whether culpable delays or not, are entirely irrelevant, and that in no event could Movant complain of any delay which occurs, however long it may endure.* (See Board's brief, Section III A). The Board does not make a serious effort to deny the charge that it has been guilty of unusual delays in this case, and can hardly do so in face of the fact that the 15th Regional Office was commended for its unusual rapid handling of cases during the period covered by the Regional Director's Affidavit. We quote the following newspaper article, *in toto*, which appeared in the New Orleans STATES-ITEM on January 16, 1962:

"NLRB REGIONAL OFFICE GETS COMMENDATION FOR WORK

"The New Orleans regional office of the national labor relations board has been commended by NLRB headquarters for speedy handling of industry-labor disputes.

"NLRB general counsel Stuart Rothman congratulated regional director John F. LeBus 'for remarkable public service' the local agency rendered in 1961.

"LeBus and his staff have whittled their handling of unfair labor practice charges, from the date of filing to NLRB determination of whether a complaint is justified, to an average of 18 days. Thirty days is standard.

"The office received 254 charges of unfair labor practices, issued 33 complaints after investigation, and held only 21 hearings on the issues in 1961.

"LeBus, reporting on 1961 activities, said 55 per cent of the 'meritorious' cases were settled out of court; that his agency collected $30,294 in back pay

for employes illegally discharged, and was responsible for getting 10 workers reinstated in their jobs. Nine others refused the reinstatement offered.

"The agency also handled 178 requests for elections on union representation of employees, supervised 127 such elections and persuaded principals in 63 per cent of the elections to put the issue to a vote without recourse to formal NLRB hearing."

From the foregoing article, it would not appear that the 15th Regional Office was understaffed. We doubt that there are likely to be many situations in which a regional director considers his office overstaffed, with not enough work to be done. We also doubt that there would ever be an instance in which a regional director could not file an affidavit which would make it appear that his staff was fully occupied and thereby justify any delay which might occur in any given case. If such an affidavit by a regional director justifies indefinite delay in processing a case involving backpay, the company involved is at the mercy of the regional director, who can delay the proceeding and thus control the "Fine" imposed on the company.

The *Deering-Milliken* case states, (295 F 2d at page 868) that "some balance between the interest of the Board, of the Union and of the employer" is required. The Affidavit of the Regional Director does not explain why no representative of the Board made any effort to contact Movant from 1957 onward in order to discuss the cases of the individual employees as they were investigated by the Board's representatives. The normal method of adjusting problems in these types of cases is by negotiation. There has been no reason given why the Regional Director felt it necessary to defer any contact with the company until his representatives had contacted all 600 persons on the strike payroll. If the Regional Director's reasoning is accepted, he was justified in deferring discussions of the reinstatement and backpay rights of 599 strikers until he had contacted the 600th and last striker, with backpay mounting all the while. If the Regional Director knew from the information he had gathered, and from the information furnished by the company at his re-

quest in 1957, that a dispute existed with regard to the reinstatement rights of a particular employee or group of employees, the existence of a dispute should have been communicated to the company and an effort made to promptly resolve it. But the fact of the matter is that during all of the period of the Board's delay, and in spite of the company's request for assistance, the Board did not, at any time before the filing of the Backpay Specification, presents its "Bill" for negotiation or discussion.

We do not believe that the Board's representative can seriously deny that the Board's order, as enforced by this Court, is an order subject to various interpretations in its practical application to Movant's problems. The Board itself, in its brief at page 13, refers to supplementary proceedings following enforcement as a normal preliminary to the award of appropriate amounts of backpay. The remedy suggested by the Trial Examiner in his Intermediate Report, the order of the Board, and the opinion of this Court all involved nebulous concepts which admit of infinite variations when applied to Movant's reinstatement program. As an example, the Board's order requires reinstatement to "substantially equivalent positions". This is a definition about which the Court, the Board, the Trial Examiner, and the Company may differ. This Court's opinion refers to the need for resolving numerous additional questions, such as, for example, the availability of work considering the nature of Movant's balanced operation. The Board, without any consideration of the company's rights, takes the callous position that Movant was required to comply with its order *in haec verba*. By this we understand the Board to mean that the company was required to hire immediately any striker who applied for work, regardless of when she applied, and regardless of whether she was needed or not, in order to protect itself against the punitive weight of an indefinite accumulation of backpay. The Board's position is that the company had to "overcomply", so to speak, in order to "play it safe". But the Court did not require "overcompliance". The Court directed the company and the Board to resolve the reinstatement problems in a manner consistent with the legal principles inherent in the defenses urged by the

company in the enforcement proceeding, which defenses were specifically "reserved" by the Court for future consideration (245 Fed. 2d at page 598). Movant believes that this Court was aware that its opinion would operate under facts, then unknown, which would be developed as the compliance process continued.

If there were any evidence in the Backpay Specification, or elsewhere in this record, indicating that the company had not in good faith tried to comply with this Court's order, and sought the help of the Board to that end, we would not have asked this Court for the relief sought by the Motion to Stay. But the Backpay Specification itself clearly indicates that the company promptly launched a reinstatement program in the face of serious and complex difficulties, and that this reinstatement program was comprehensive and effective. There can be no doubt that the company furnished to the Board the information requested about its reinstatement program, and the Board cannot deny that it was advised by the Company of its intention to comply. Nor can the Board deny that the company sought the Board's cooperation in resolving any dispute which might have arisen between the company and the Board in the case of an individual seeking reinstatement. The cases cited in the Board's brief, at page 25, in which the courts have refused to mitigate backpay because of the length of the proceedings, have no application here. In all of the cases cited by the Board, the company was in the position of resisting the charge proferred against it. In all of these cases the company had it in its power to terminate the accumulation of backpay by curing the allegations in the charge or the complaint, whatever they were. *In this case the company was not resisting at all. The company was complying and seeking the Board's advice as to how the Board wanted it to comply.* If the actions of the Board in this case are justified, any company which is directed to reinstate a group of employees with backpay is at the mercy of the Regional Director. For the Board contends that no delay on the part of the Board warrants the intervention of the courts, or the tolling of backpay. The Board's position with regard to laches would be the same had it filed the

Backpay Specification five years from now, at a time at which the liability sought to be imposed on Movant would perhaps be double what it is today.

When this Court wrote its opinion in 1957, it anticipated that the details of compliance would be resolved in either (1) further administrative proceedings or (2) direct contempt proceedings (245 F 2 594 at page 598). We presume that if the details were to be resolved administratively the Court expected either a prompt backpay hearing or a prompt disposition of the individual reinstatement problems by negotiation. It is beyond argument that Movant will find it difficult, if not impossible, to reconstruct the facts which prevented or delayed the reinstatement of a particular striker on a particular operation on a particular date after this length of time when many of the persons having intimate knowledge of those problems are no longer available. This is also true with relation to the problem of interim earnings. The Board will contend that the burden of proof is upon the employer in any matter pertaining to the "diminution of damages" (see *Mastro Plastics Corp.*, 50 LRRM 1007).

Movant submits that this Court has the power to control any proceeding ancillary to its Decree in a manner which will avoid an inequitable result. The degree of compliance reflected in the Backpay Specification itself is a complete defense in this proceeding. We do not believe this Court expected the company to hire employees when there was no work for them to do, and Movant's sworn statement that there was a substantial reduction in work after the strike has not been contested. Thus, compliance is apparent on the face of the record, since 530 out of 600 reinstatement problems were resolved by the end of 1956. Movant should not at this late date be faced with:

(1) Continued interference with the normal conduct of its business by the continuing threat of a liability in excess of $350,000. If the Board is not enjoined, this contingent liability will remain a part of Movant's financial picture for another 2 to 3 years.

(2) The expense and inconvenience of a hearing lasting from 6 months to one year.

(3) A procedure in which Movant suffers more than the Board from the difficulties of proof which result from the Board's delay.

(4) A potential monetary penalty in direct proportion to the Board's delay and in an amount which threatens the financial structure of the company.

In its brief the Board indicates the future course of this case if the backpay hearing is not enjoined (page 26). First there will be the prolonged hearings before the trial examiner. Thereafter the procedures provided in Section 102:24 to 102:51 of the Board's Rules will apply. These Rules provide for an intermediate report from the examiner who hears the witnesses. The intermediate report will be followed by the decision of the Board, which in turn will be reviewed by this Court. If the past is any indication of the future, there may be a delay of an additional 2½ to 3 years before all of the reinstatement issues are finally disposed of by the procedure proposed by the Board. We remind the Court that if this course is permitted, it is the Board's contention in its brief that this Court can exert no control over the length of time required to complete the proceedings.

Furthermore, this Court's opinion admits of an alternative route, *i.e.*, a contempt proceeding, and in such a proceeding, should it be brought, the burden of proof would be upon the Board (see *NLRB* v. *Reed & Prince Mfg. Co.*, 130 F 2d 765). In Movant's original brief (page 26), it was argued that the statute of limitation should be a bar to a contempt proceeding brought against the company at this time. This argument is presented solely as an additional reason for prohibiting the proposed Backpay Specification. Movant now here states to the Court that if the Court sees fit to direct investigation of compliance by contempt proceedings, Movant waives any right it might have to assert the statute of limitation as a bar to that proceeding. It remains of the opinion, however, that the period of delay should bar the Backpay Specification proceeding. In a contempt proceeding the company would at least find itself in a position of equality with the Board in matters of proof, and with this Court, not the Board, determining whether Movant has complied

with this Court's Order. Such a proceeding, should it be initiated, would have the further advantage of eliminating the delay involved in the procedure which the Board proposes. For the Board would be compelled to present the specific instances of non-compliance, thereby eliminating the forest of trivialities with which the Backpay Specification is encumbered. The record would come to the Court unencumbered by any artificial sanctions or distorted result based upon improper placing of the burden of proof. Movant submits, therefore, that the purpose of the NLRA and full compliance with this Court's Decree can best be served in this case by following the traditional judicial method in equity of fact investigation and judicial sanction under the Court's direction and control.

In *Wallace Corp.* v. *NLRB*, 159 F 2d 952, the Board applied to the Court for authority to hold a hearing to determine whether the company's actions were in compliance with the Court's Decree. The Court said:

> ". . . we are not referring to the determination of the Board the question as to whether or not the action of the company with respect to the reinstatement of the five employees has been in accordance with our decree. That is not a question which arises in the exercise of administrative powers by the Board, but one which, if it were properly before us, we should determine ourselves in the exercise of one of our most important judicial powers, the power to punish for contempt. When we desire a finding made to serve as a basis for the exercise of that power, we shall either make it ourselves or have it made by a commissioner of our own appointment, whose findings will be subject to review by us under the Federal Rules of Civil Procedure, 28 USCA following section 723c, and not under the statutory rule that they must be accepted if sustained by substantial evidence, whether we agree with them or not. When a court undertakes the serious business of punishing for contempt for disobedience of its orders, it should manifestly have complete control of the proceedings leading up to the punishment; and under no circumstances should it, directly or indirectly, farm

out its powers over contempt to an administrative agency."

Movant respectively submits that the Board, after disregarding the rights of the company, and failing to pursue its normal administrative course with the dispatch expected by this Court and required by the APA, should not now be permitted, at this late date, to elect to proceed under its own Rules, so favorable to itself and so unfavorable to the company in matters of proof, and launch upon a proceeding which will add 2 or 3 years to the delay which has already occurred.

Respectfully submitted,

MONTGOMERY, BARNETT, BROWN & READ,

(Signed) HENRY J. READ
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s/ .....
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CERTIFICATE.

I hereby certify that two copies of this supplemental brief have been served upon Mr. John F. LeBus, Regional Director, 15th Region, NATIONAL LABOR RELATIONS BOARD, T6024 Federal Building (Loyola), 701 Loyola Avenue, New Orleans 12, by placing the same in the United States mail postage prepaid.

May 21, 1962.

(Signed) HENRY J. READ
HENRY J. READ

TRANSCRIPT OF ORAL ARGUMENT

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 23744

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.

versus

NATIONAL LABOR RELATIONS BOARD

No. 23909

AMALGAMATED CLOTHING WORKERS OF AMERICA, AFL-CIO

versus

NATIONAL LABOR RELATIONS BOARD

PETITIONS FOR REVIEW OF ORDER OF NATIONAL LABOR RELATIONS BOARD

APPEARANCES (23744):

HENRY J. READ, Attorney for Petitioner
PETER H. BEER, Attorney for Petitioner
RICHARD MONTGOMERY, Attorney for Petitioner
MARCEL MALLET-PREVOST, Attorney for Respondent
RALPH N. JACKSON, Attorney for Respondent
WAYNE S. BISHOP, Attorney for Respondent

APPEARANCES (23909):

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JACOB SHEINKMAN, Attorney for Petitioner
JAMES J. GRAHAM, Attorney for Petitioner

[fol. 2]

MARCEL MALLET-PREVOST, Attorney for Respondent

(The above entitled and numbered causes came up for hearing on Thursday, December 7, 1967, in The

United States Court of Appeals for the Fifth Circuit, 400 Royal Street, New Orleans, Louisiana, THE HONORABLE JUDGES COLEMAN, SIMPSON & DAWKINS, presiding.)

* * * *

[fol. 58] JUDGE COLEMAN: We have already alluded to interest, however, it might seem to be absurd on the face, it's not intended to be; I don't think if the Courts all lived—we can't assume that we will live one hour or three hours or three years; suppose we take three years to decide this case, what would you think about that?

MR. BISHOP: I would be as upset as Mr. Rutter is with the Board.

* * * *

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 23744

J. H. RUTTER-REX MANUFACTURING COMPANY, INC., PETITIONER

versus

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

No. 23909

AMALGAMATED CLOTHING WORKERS OF AMERICA, AFL-CIO, PETITIONER

versus

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

On Petitions for Review (Nos. 23,744 and 23,909) and on Cross-Petition for Enforcement (No. 23,744) of an Order of the National Labor Relations Board (Louisiana Case)

(July 23, 1968)

Before COLEMAN and SIMPSON, Circuit Judges, and DAWKINS, District Judge.

COLEMAN, Circuit Judge: This litigation beclouds the highly respectable idea that all litigation must, some day, come to an end. 164 volumes of the Federal Reporter [2d] have been published since this case first appeared in this Court, 229 F.2d 816, 1956. Indeed, the controversy has survived a complete turnover, save one, of the judges in active service on this Court.

I

To go back to the origins of the difficulty: In May, 1953, the Amalgamated Clothing Workers of America, CIO, attempted to organize the 600 employees of the J. H. Rutter-Rex Manufacturing Company, Inc. On July 30, 1953, the president of the Company, made a speech at the plant in which he stated that "he would not tolerate 'any damn union in the plant'; that the last time the union had tried to organize his plant he had 'personally fired 300 girls', and would fire 400 to 500 more 'if necessary' ", 229 F.2d at 817. The record in that appeal further reveals that a Company vice-president had exercised impermissible surveillance of employee union activities, had threatened to fire other employees for their union activities, and had coercively interrogated others. Some employees had been discriminatorily discharged. The situation was such that in its opinion reviewing that stage of the case a panel of this Court [Chief Judge Hutcheson and Judges Rives and Cameron] stated that the record was permeated throughout with cogent testimony of company antipathy toward the union, 229 F.2d at 819. The Court directed enforcement of the Board Order, which had found Rutter-Rex guilty of § 8(a)(1) and § 8(a)(3) violations of the National Labor Relations Act.

In 1957, we had the parties again, 245 F.2d 594. That proceeding was initiated by a petition of the Board to enforce its order dated February 13, 1956 requiring Rutter-Rex to offer immediate and full reinstatement to certain of its former employees. Again, this Court [Chief Judge Hutcheson and Judges Jones and Brown] decreed enforcement.

We recite the foregoing as of some assistance to an understanding of the issues we are now required to resolve. It convinces us, of course, that Rutter-Rex is not, and has not been, a babe in the woods, now about to be victimized for ignorance or inadvertent ineptitude in the field of employer-employee relations, as regulated by the National Labor Relations Act.

Enforcing the Board Order, our decree of August 19 1957, by reference thereto, directed the Company to

offer reinstatement, upon application, to all employees who went on strike on April 21, 1954, or thereafter, and to:

> "make whole such strikers for any loss of pay they may have suffered by reason of the Company's refusal, if any, to reinstate them, by paying to each of them a sum of money equal to that which he would normally have earned, less his net earnings, during the period from 5 days after the date on which he applies for reinstatement to the date of the Company's offer of reinstatement. Loss of pay shall be computed on a quarterly basis", [115 NLRB 388].

The present controversy was commenced on November 14, 1961, by a Backpay Specification issued by the Regional Director, which notified the Company of its right to file an answer thereto within fifteen days. The Company filed an application in this Court for an injunction, seeking to enjoin the Board from proceeding further with the Backpay Specification because of the lapse of time in filing it. We denied a permanent injunction, 305 F.2d 242, concluding that we should not take any further action *prior to such time as a final order might be entered [by the Board] or other final action taken.* Special note is taken, however, that this Court then asserted that "there has been inordinate delay in this case." Inordinate means "in excess of reasonable limits".

We now have before us the petition of the Company, filed June 8, 1966, to review the Supplemental [Backpay] Order of the Board issued on June 3, 1966, 158 NLRB 1414. We likewise have the petition of the Amalgamated Clothing Workers of America, AFL-CIO (the Union) to review, set aside, and modify certain portions of that order. By its answer, the Board requests that its Supplemental Order be enforced in full. These consolidated proceedings [No. 23,744 and No. 23,909] present us with a record 5,297 pages in length, in addition to 297 pages of Exhibits, and more than 600 pages of briefs. We have had the case under analysis and

consideration for more than half a year, as a result of which we are convinced that the appropriate disposition of the issues raised is really not so abstruse or complex as counsel, in their commendable zeal, have conceived it to be. All contentions have been thoroughly considered but this opinion will discuss only those regarded as meritorous and necessary to the appropriate disposition of the case. There is no inclination that the opinion shall unnecessarily rival the length, or the volume, of the material submitted.

As a matter of fact, we see that most, if not all, of the contentions on behalf of the Company as to generally controlling legal principles were raised and settled in *W. C. Nabors* v. *National Labor Relations Board*, 5 Cir., 1963, 323 F.2d 686. *Nabors* was a reinstatement and backpay case, in which the Board delayed its Backpay Specification from May 31, 1955, to March 25, 1959, a period of almost four years. We there held that Nabors could not avail itself of the defense of laches, could not invoke state statutes of limitation, and could not introduce evidence to show irreparable injury caused by undue delay. The Supreme Court denied certiorari, 376 U.S. 911, 84 S.Ct. 666, 11 L.Ed. 2d 609 (1964). *Nabors* further held that backpay, as used in the applicable statute, includes moneys which it is reasonably found that an employee would actually have received in the absence of unlawful discrimination; that lack of available jobs is an affirmative defense, that the burden of establishing such a defense rests on the employer, and the burden likewise rests with an employer attempting to prove a former employee's failure to make reasonable search for other employment.

II

We start our analysis of the pending issues by recalling that the Company began digging its costly pit by refusing to bargain with the duly certified Union, *National Labor Relations Board* v. *J. H. Rutter-Rex Manufacturing Co.*, 5 Cir., 1957, 245 F.2d at 595, 596. The Board ordered reinstatement of the striking employees. On June 19, 1957, we granted enforcement.

The Order so enforced required reinstatement within five days after application therefor, plus backpay until the date of the offer of reinstatement, loss of pay to be computed on a quarterly basis.

The Backpay Specification of November, 1961, asserted backpay claims in the total amount of $342,000, up to July 1, 1961. Six hundred employees had gone on strike. 211 were reinstated before the strike ended. 299 were out on strike when the Union called it off, April 21, 1954. 132 were reinstated before the end of 1955, and by the close of 1956 there were but 70 who had not been reinstated. The Company contended that there were fifteen employees who were not entitled to reinstatement because they had been guilty of strike misconduct, including violence. The Board agreed as to ten of these. The Board disqualified two employees for failure to apply for reinstatement, two were disqualified for abandoning the industry, and one was disqualified for non-availability.

In the order now under review, the Board awarded $159,016.32 in backpay to 171 individuals, less than half of the amount asserted in the Specification. The Trial Examiner denied backpay to approximately thirty-five. On review, the Board in its Supplemental decision and order of June 3, 1966, 158 NLRB 1414, adopted the findings, conclusions and recommendations of the Examiner in substantial part, and modified the Examiner's award as to twelve former employees.

For reasons to be discussed, the Company says that it should not have to pay anything.

III

The Union says that the ten employees should not have been disqualified for strike misconduct and that other employees were erroneously denied backpay in varying amounts. We are of the opinion that the findings of the Board in these cases are substantially supported by the record and that the order correctly applied the law. As to these items we decline to upset the Order.

Nor do we approve Union contentions that the Board erred both in reducing the gross backpay claims by 6% to take care of absences and in awarding 6% interest on the backpay awards from June 2, 1964, rather than from the date of discrimination.

IV

We now proceed to consider the Company attack. As usual, the Company says, in effect, that all is the fault of the Board; the Board responds that all is the fault of the employer. As often happens, we do not wholly agree with either. We do agree with the Board that:

> "It is not the function of this Court to try the case de novo or to substitute its own appraisal of the evidence for that of the Board. If the Board has conceived the law correctly, if it has not acted arbitrarily or capriciously, and if its findings are supported by 'substantial evidence on the record considered as a whole,' they are conclusive and binding on this Court even though we might have made different findings upon an independent consideration of the same evidence." *N.L.R.B.* v. *Brown & Root, Inc.*, 8 Cir., 1963, 311 F.2d 447, 451.

A. *Our 1957 Opinion*

In *N.L.R.B.* v. *J. H. Rutter-Rex Manufacturing Company*, 245 F.2d 594, we held that (1) the duty of the Company to bargain with the certified Union did not terminate with the calling or execution of the strike, (2) the Company had been guilty of unfair labor practices in refusing to bargain collectively with the Union and in interfering with the employees in the exercise of their right to organize and bargain collectively, and (3) the Union had not been guilty of any practice justifying employed in breaking off bargaining negotiations.

In the present proceeding, which stems from that decision, the Company vigorously and repeatedly insists that our language at 245 F.2d 598 was not clear and unequivocal, that it left certain questions open to further action. The language so denominated was as follows:

"The difficulties which the Employer now faces were not unknown when it set out on its forthright but risky course of declining to bargain at all. For once the strike is an unfair labor strike, Mastro Plastics Corp. v. N.L.R.B., 350 U.S. 270, 278, 76 S.Ct. 349, 100 L.Ed. 309, or becomes such, N.L.R.B. v. Crosby Chemicals, Inc., 5 Cir., 188 F.2d 91, 95, the employer is compelled under the Act to reinstate the strikers upon application even though it means discharging replacements hired during the strike.

"The numerous questions which the Employer insists now plague it, such as the possibility of nonstrikers voluntarily terminating employment with subsequent replacement during the strike, the availability of work at various times considering the nature of these manufacturing operations, the number of strikers who may have declared their unwillingness to return to work, the calculation of the lost pay if any, the misconduct of some specified strikers which might afford a basis for denying reinstatement, are not foreclosed. Their resolution can come either in further administrative proceedings before and through the Board or in direct contempt proceedings, if brought before us, for failure to comply with our order decreeing enforcement.

"The employer certainly has no right to insist that until the strike whose continuation is a direct byproduct of his own Section 8(a)(5) violation is terminated, no order of reinstatement can validly be made. Nor can the employer confound its violation by demanding that all of the matters be threshed out in the initial Board proceedings. Undertaking to ascertain the myriad of details respecting the right to, and extent of, the remedy as to each specific striker out of a large labor force would complicate the proceeding and perhaps make it endless."

We are of the opinion that the argument as to confusion or misunderstanding is without any real merit. The Company, experienced in labor disputes and rep-

resented by outstanding counsel, could not have possibly overlooked the plain command of the Court's decree that the employees should be reinstated upon application and made whole for any loss of pay they might have suffered by a refusal to reinstate. This was the very heart of the litigation and the decree which followed. It just could not have been misunderstood.

Certainly, the Company was entitled to the benefit of the law as to failure to apply, the availability of jobs, bona fide offers to return, the availability of work, and the like. The focal consideration here is that if any of these items were hindering compliance with the enforced order then the Company could have applied to this Court for a clarification of its decree or it could have moved the Board to hear and settle any problem of material importance. The indisputable fact is that the Company applied for no such relief. It is too late now for us to entertain this plea. Upon the consideration of the record as a whole we are convinced that nothing in the opinion actually could reasonably have been confusing, or a stumbling block to compliance.

B. *Impossibility or failure of compliance*

On April 5, 1955, the Union notified Rutter-Rex that the employees had voted on March 31, 1955, to terminate the strike. The second paragraph of the letter stated "Please be advised that each of the employees whose names are listed on the attached sheets hereby offers to return to work for your Company unconditionally and immediately. Kindly inform us when and where these employees should return to work".

Attached was a list of 114 employees, with their street addresses indicated.

On April 8, an additional list of 25 names was submitted.

On April 11, Rutter-Rex responded, not with an unconditional reinstatement of these employees, but with the suggestion that:

> "Such persons as desire to return to work with us file application with our Personnel Office as

soon as possible. Since we cannot process all applications at one time, we would suggest that you have the applicants come in at the rate of no more than twenty (20) per day."

On April 22, the Union notified the Company that although they had complied with the request to send the employees in groups of twenty per day, "We consider these employees as having unconditionally applied for employment on the date you received our registered along with lists of names attached thereto". With this letter an additional list of fifteen names was submitted. On May 13, six additional names were sent.

We hold that the Union letters as to the named employees was effective notice and that the Company should have promptly reinstated them, *N.L.R.B.* v. *Brown & Root, Inc.*, 8 Cir. 1953, 203 F.2d. 139, 147.

The Company argues that literal compliance with the order to reinstate all employees within five days after they applied was impossible and that a good faith effort was made to reinstate as many as possible as quickly as possible. The Union submitted the names of 114 employees on April 5. By the standards which the Company sought to impose, 20 a day, these could have been taken care of in less than six full days. The list of 25 submitted on April 8 would have required only two hours beyond one day. The 15 submitted on April 22 would have required less than a day. The 6 submitted on May 13 would have required less than half a day. So, we reject this argument.

Moreover, the requirement is that the employee be made whole. The liability for backpay therefore begins with the application for reinstatement, even if that be a date prior to the Board Order. Unfair labor practice strikers must be rehired on demand, *N.L.R.B.* v. *Fitzgerald Mills Corp.*, 2 Cir., 1963, 313 F.2d 260. The clear policy of the Act is to restore the situation as nearly as possible to that which would have been obtained but for the unfair labor practices, *Phelps Dodge Corp.* v. *N.L.R.B.*, 313 U.S. 177, 194, to make whole those who have been deprived of a recognized interest by acts that constitute a violation of the Act, and to prevent

the violator from benefiting by his misdeed. *N.L.R.B.* v. *Coats & Clark, Inc.*, 5 Cir., 1957, 241 F.2d 556; *N.L.R.B.* v. *J. H. Rutter-Rex Manufacturing Co.*, 5 Cir., 1957, 245 F.2d 594, See, also, *Florence Printing Company* v. *N.L.R.B.*, 4 Cir., 1967, 376 F.2d 216, cert. denied —— U.S. ——.

We find the record well sprinkled with instances in which the Company moved at a snail's pace in the reinstatement of some of these former employees. The record as a whole demonstrates that it was not impossible for the Company to comply and that as to many individuals it did not comply. Our conclusion as to the individual employee cases will be found in Part V of this opinion.

C. *Inordinate delay.*

The Company strongly urges, with much factual justification, that the Backpay Specifications ought to be barred by the four year delay on the part of the Board. As already pointed out, however, the Company cannot invoke laches or statutes of limitation, but this is not the end of the matter.

On November 7, 1957, following our decree granting enforcement (August 31, 1957) *counsel for the Company* wrote the Board as follows:

> "As you know, we are handling the matter of complying with the decree of the United States Court of Appeals for the Fifth Circuit, enforceing the order of the National Labor Relations Board in the subject cases. Our client has already complied with some of the provisions of the decree, and is presently engaged in bargaining with the representatives of the Amalgamated Clothing Workers of America. If any instance of a failure to fully comply with the order is brought to your attention, we would appreciate your contacting us promptly so that such corrective measures as may be necessary can be immediately taken in order to assure full compliance with the decree."

The Board minimizes the importance of this communication by citing its letter *to the Company*, dated August 21, 1957:

> "You have recently received the Decree of the Fifth Circuit Court of Appeals in the above case.
>
> "I should like to offer the assistance of this office in effecting prompt compliance with the requirements of this Decree. William W. Fox has been assigned to assist you in this connection.
>
> "Kindly advise Mr. Fox how many copies of the Notice you will need in order to comply with the terms of the Decree and he will have the required number prepared for you.
>
> "I trust that within the time specified in the Decree we will be able to report to the Board that you have taken the required action.
>
> "*When you have fully complied with the affirmative terms of the Decree and there are no violations of its negative provisions, you will be notified that the case has been closed. Until you receive such notice you will know that the case remains open for all purposes as awaiting compliance.*" [Emphasis added].

After this exchange of correspondence nothing of any consequence was said or done until March 22, 1960. On that date, a compliance examiner wrote Company counsel as follows:

> "As you may know, the above-named cases have been assigned to the undersigned for the purpose of assisting the Company in complying with the Order of the Board as enforced by the Circuit Court.
>
> "Our file indicates our last correspondence with you was in 1957, when in a September 11 letter you informed us notices were posted in the New Orleans plants of Rutter-Rex on September 10. It is presumed that notices were subsequently posted at the Franklinton plant. Will you please confirm the posting of these notices.
>
> "An effort is being made to determine the back pay, if any, due the strikers referred to by the

Board in its Order. To this end we are requesting that payroll records, social security payment records, personnel records and reports necessary to analyze the amounts of back pay due and the rights of employment of strikers be made available to us for examination and copying. We currently have before us the names of some 470 individuals for whom determinations are to be made. While this appears to to be a formidable undertaking, we trust that with your cooperation it will not be too burdensome upon the Employer.

"Will you please contact us at your earliest convenience in order that we may arrange a time and place for our examination.

"We are, we realize, in the position of having delayed action in this matter over a period of several years. Under these circumstances, it may seem inconsistent that we now urge that prompt attention be given to the request. However, the delay to date has been in a large measure due to a shortage of personnel in this office. In order that we may bring your client into compliance with the decree of the Court as soon as possible, we ask that we hear from you within the next week. Your cooperation here will be sincerely appreciated."

It was this examination of Company records, opened in 1960 and completed in 1961, which led to the Backpay Specification of November 4, 1961, now contested before this Court.

We agree that the Company could not shift or avoid its duty of compliance by asking the Board to notify it of any failures of compliance which might be brought to its attention.

On the other hand, the Company had a legal right to expect the Board to proceed with *reasonable expedition.* The Administrative Procedure Act, 5 U.S.C.A. § 1005(a), *Deering Millikin, Inc.* v. *Johnston,* 4 Cir., 1961, 295 F.2d 856. The language of the statute then read that "* * * every agency shall proceed with reasonable dispatch to conclude any matter presented to it except that due regard shall be had for the convenience

and necessity of the parties or their representatives. * * *".

The Board says that the Company is not now entitled to the benefit of the statute because it made no effort to invoke it. The answer to this is that, despite its duty expeditiously to proceed, from August 31, 1957 until March 22, 1960 the Board wrote no letter and gave no notice of any kind that it contemplated moving with reference to backpay. We have already pointed out that a prior panel of this Court found the delay to have been inordinate, beyond the bounds of reason. That panel had before it the Board excuse that it had an extremely heavy case load. We are impressed by the fact that regardless of its case load in the New Orleans area the Board knew that the Rutter-Rex dispute initially involved 600 employees and undoubtedly was one of the most important, if not the most important, compliance case pending before its Regional Office. It is admitted that the Board did have six attorneys at New Orleans. Yet, all of their attention was devoted to other cases, to the complete exclusion of this one. They let the case slide along in total inaction for almost three years after we granted enforcement—and for five years after the Union abandoned the strike. Moreover, backpay was awarded through June 30, 1961, and any accruing since that date is *yet to be settled.*

In *Deering Millikin, Inc.* v. *Johnston, supra,* it was held that the courts have the right and the duty to enforce the requirements of the Administrative Procedure Act:

> "What is required is some balance between the interest of the Board, of the Union, and of the employer. It should be recognized, on the one hand, that the court should not interfere with any reasonable exercise of the Board's discretion in controlling the progress of the proceedings pending before it. On the other hand, adequate protection of the employer's rights should be afforded."

The fact that the Company applied for no relief until it received the notice of March 22, 1960 is not conclusive

because it had a right to expect the Board to proceed with reasonable expedition and the Board did not do so. At the very least, in a fair and impartial analysis of the situation, it cannot be said that the Company was not, at least to a reasonable degree, lulled into the belief that the Board was satisfied and that no further action was to be expected.

Although we have held that mere lapse of time will not throttle the filing of backpay specifications, we also recognize the rule found in *N.L.R.B.* v. *Brown*, 380 U.S. 278, 291:

> "Courts are expressly empowered to enforce, modify or set aside, in whole or in part, the Board's orders, except that the findings of the Board with respect to questions of fact, if supported by substantial evidence on the record considered as a whole, shall be conclusive. National Labor Relations Act, as amended, Sections 10(e), (f), 29 U.S.C. Sections 160 (e), (f) (1958 ed.). Courts should be 'slow to overturn an administrative decision,' *Labor Board* v. *Babcock & Wilcox Co.*, 351 U.S. 105, 112, but they are not left to sheer acceptance of the Board's conclusions,' *Republic Aviation Corp.* v. *Labor Board*, 324 U.S. 793, 803. Reviewing courts are not obliged to stand aside and rubber-stamp their affirmance of administrative decisions that they deem inconsistent with a statutory mandate or that frustrate the congressional policy underlying a statute. Such review is always properly within the judicial province, and courts would abdicate their responsibility if they did not fully review such administrative decisions. Of course due deference is to be rendered to agency determinations of fact, so long as there is substantial evidence to be found in the record as a whole. But where, as here, the review is not of a question of fact, but of a judgment as to the proper balance to be struck between conflicting interests. '[t]he deference owed to an expert tribunal cannot be allowed to slip into a judicial inertia which results in the unauthorized assumption by an agency of major policy decisions properly made by Congress.' *American Ship Building Co.* v. *Labor Board, post*, at 318."

See, for example, the decision of the Court of Appeals for the Eighth Circuit in *N.L.R.B.* v. *Ozark Hardwood Co.*, 282 F.2d 1 (1960), in which that court declined to enforce backpay awards that were within the letter of the law but apparently beyond the intent of Congress.

In the light of these considerations, we proceed to a determination of a "balance between the interest of the Board, of the Union, and of the employer", *Deering Millikin, Inc.* v. *Johnston, supra.*

A backpay proceeding is designed to enforce a public, not a private right. The purpose of a backpay award is to deter unfair labor practices and not to enforce the private rights of the employees, *N.L.R.B.* v. *Mooney Aircraft, Inc.*, 5 Cir., 1966, 366 F. 2d 809.

Because the Company had committed unfair labor practices the burden was upon it to establish all affirmative defenses to the backpay specifications. The Board's sole burden was to prove damages, but as to any facts in mitigation the burden was on the employer, *N.L.R.B.* v. *Miami Coca-Cola Bottling Company*, 5 Cir., 1966, 360 F.2d 569, 576. When dealing with 200 claims, carrying the burden of proof as to when an employee applied for reinstatement, whether the applicant was really available for work, whether there was a job available, whether a replacement should have been discharged in order to reinstate a striker, whether a discharge after reinstatement was made in good faith, whether an employee had made a bona fide effort to obtain employment elsewhere, is at best no minor task. After inordinate delay, the situation is compounded. Actually, about all the Company could do in this hearing, which ran 58 trial days, was to cross examine the claimants in an effort to establish much of its defenses.

The proof was often so sketchy that the Trial Examiner had to strain for his findings. Repeatedly, issues were resolved solely by applying the rule as to the burden of proof. Ordinarily, we would not take a second look at this, but after inordinate delay there is occasion for concern. We do not feel that the inordinate delay barred all backpay, but some modification must be made.

Under the facts and circumstances of this case as herein enumerated, and applying the principles herein con-

sidered, this Court holds that the purposes of the Act will be vindicated, the intent of Congress will be served, and the Due Process rights of this Company will be preserved, by the enforcement of the Supplemental Order of the Board as to all backpay awarded to all employees (except those named in Part V) for any and all quarterly pay periods prior to and expiring with the end of the second quarter of the year 1959. This period covers all backpay accruing during the three years which transpired between the end of the strike and our decree of enforcement, 245 F.2d 594, and it includes all such backpay for a period of an additional two years subsequent to that decree. Considering that the employer was in the wrong in 1955 and that the Board was guilty of inordinate delay by doing nothing before March 22, 1960, we are of the opinion that backpay awards for this five year period satisfy the purposes of the law, with no injustice to the Company. We are likewise convinced that no backpay award for any period subsequent to July 1, 1959 should now or hereafter be enforced.

V

THE INDIVIDUAL CLAIMS

The bulk of the record and briefs deals with the merits or demerits of almost 200 individual claims for backpay. Upon consideration, judged by the standards applicable to each case, we find substantial support in the record for all awards except those to Amanda Bickham, Ruth Brumfield, Hazel Burns, Gloria Delpit, Vera Fulton, Indiana Plummer Gamble, Ida Haynes, Catherine Jeff (Clark), Kathleen Lodge, and Hattie Walker. Awards to these individuals will not be enforced.

CONCLUSION

Except as those employees who are found in Part V hereof to be entitled to no backpay at all, all backpay awards for any employment period prior to and ending with the close of the second quarter of the year 1959, as granted in the Supplemental Order of the Board dated June 3, 1966, are hereby ENFORCED.

In like manner, as to all backpay awards for any period of employment from and after the beginning of the third quarter of the year 1959 enforcement is DENIED.

The case is remanded to the Board for the purely mathematical task of computing the amount of backpay due each employee, consistently with what we herein hold and have hereby ordered. Since this is a matter of mathematical calculation only, no likely reason for any of the parties to seek further review in this Court is anticipated.

After thirteen years, let the books be closed on this controversy.

Enforcement GRANTED in part and in part DENIED, and REMANDED with directions.

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

J. H. RUTTER-REX MANUFACTURING COMPANY, INC., PETITIONER

v.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

AMALGAMATED CLOTHING WORKERS OF AMERICA, AFL-CIO, PETITIONER

v.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

JUDGMENT

Before Coleman and Simpson, Circuit Judges, and Dawkins, District Judge.

The above consolidated causes were submitted this Court upon petitions to review (Cases Nos. 23,744 and 23,909), and cross-petition for enforcement (Case No. 23,744), of a supplemental backpay order of the National Labor Relations Board dated June 3, 1966, directed against J. H. Rutter-Rex Manufacturing Company, Inc., its officers, agents, successors, and assigns. The Court heard argument of respective counsel on December 7, 1967 and has considered the briefs and transcript of record filed in these causes. On July 23, 1968, the Court handed down its opinion denying the petition for review filed herein by the Amalgamated Clothing Workers of America, AFL-CIO in Case No. 23,909, granting in part and denying in part the petition for review filed herein by J. H. Rutter-Rex Manufacturing Company, Inc. in Case No. 23,744 and granting in part and denying in part the cross-petition for enforcement filed herein by the National Labor Relations Board in Case No. 23,744.

In conformity with the opinion of this Court dated July 23, 1968, it is hereby

ORDERED, ADJUDGED AND DECREED that the petition for review in Case No. 23,909 be and the same is hereby denied.

It is further ORDERED, ADJUDGED AND DECREED that the petition for review filed by J. H. Rutter-Rex Manufacturing Company, Inc. in Case No. 23,744 be and the same is hereby granted in part and denied in part and that the cross-petition for enforcement filed in Case No. 23,744 by the National Labor Relations Board be and the same is hereby granted in part and denied in part, and accordingly, the supplemental backpay order of the National Labor Relations Board dated June 3, 1966 is amended by eliminating therefrom and by denying enforcement as to those portions of the order which awards backpay to any employee for any period from and after June 30, 1959, and by eliminating therefrom and denying enforcement as to those portions of the order which awards backpay to the following individuals:

Amanda Bickham
Ruth Brumfield
Hazel Burns
Gloria Delpit
Vera Fulton
Indiana Plummer Gamble
Ida Haynes
Catherine Jeff (Clark)
Kathleen Lodge
Hattie Walker

In all other respects the supplemental backpay order of the National Labor Relations Board dated June 3, 1966 is enforced.

It is further ORDERED, ADJUDGED AND DECREED that this cause be remanded to the National Labor Relations Board for the sole and limited purpose of computing the amount of backpay due each employee with respect to whom enforcement of the awards has been granted, consistent with this judgment and with the opinion of this Court dated July 23, 1968.

(dated August 26, 1968)

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 23744

J. H. RUTTER-REX MANUFACTURING COMPANY, INC., PETITIONER,

versus

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

No. 23909

AMALGAMATED CLOTHING WORKERS OF AMERICA, AFL-CIO, PETITIONER,

versus

NATIONAL LABOR RELATIONS BOARD, RESPONDENT.

On Petitions for Review (Nos. 23744 and 23909) and on Cross-Petition for Enforcement (23744) of an Order of the National Labor Relations Board (Louisiana Case)

ON PETITIONS FOR REHEARING EN BANC

(October 1, 1968)

Before COLEMAN and SIMPSON, Circuit Judges, and DAWKINS, District Judge.

PER CURIAM:

The Petitions for Rehearing are DENIED and no member of this panel nor Judge in regular active service on the Court having requested that the Court be polled on rehearing en banc (Rule 35 Federal Rules of Appellate Procedure; Local Fifth Circuit Rule 12) the Petitions for Rehearing En Banc are DENIED.

SUPREME COURT OF THE UNITED STATES

No. 925, October Term, 1968

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

J. H. RUTTER-REX MANUFACTURING COMPANY, INC., ET AL.

ORDER ALLOWING CERTIORARI—Filed March 3, 1969

The petition herein for a writ of certiorari to the United States Court of Appeals for the Fifth Circuit is granted, and the case is placed on the summary calendar.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

☆ U. S. GOVERNMENT PRINTING OFFICE: 1969 347282 629

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In the Supreme Court of the United States

OCTOBER TERM, 1968

No.

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

J. H. RUTTER-REX MANUFACTURING COMPANY, INC., ET AL.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

The Solicitor General, on behalf of the National Labor Relations Board, petitions for a writ of certiorari to review the judgment of the United States Court of Appeals for the Fifth Circuit in this case.

OPINIONS BELOW

The opinion of the court of appeals (Appendix A, *infra*, pp. 1a–19a) is reported at 399 F. 2d 356. The Board's supplemental decision and order are reported at 158 NLRB 1414 (Appendix D, *infra*, pp. 25a–117a).

JURISDICTION

The judgment of the court of appeals was entered on August 26, 1968 (Appendix B, *infra*, pp. 20a–22a). On October 1, 1968 the court of appeals denied th··

Board's timely petition for rehearing *en banc* (Appendix C, *infra,* pp. 23a–24a). On December 23, 1968, Mr. Justice Fortas extended the time for filing a petition for a writ of certiorari to and including January 9, 1969. The jurisdiction of this Court is invoked under 28 U.S.C. 1254(1).

QUESTION PRESENTED

Whether the court of appeals erred in denying employees backpay to which they were otherwise entitled under the National Labor Relations Act because of the Board's alleged "inordinate delay" in processing the backpay claims.

STATUTES INVOLVED

The relevant provisions of the National Labor Relations Act, as amended (61 Stat. 136, 73 Stat. 519, 29 U.S.C. 151, *et seq.*) and the Administrative Procedure Act (60 Stat. 237, 5 U.S.C. (1964 ed.) 1001, *et seq.*) are set forth in Appendix E, *infra,* pp. 118a–119a.

STATEMENT

In April, 1954, after the respondent J. H. Rutter-Rex Manufacturing Co. ("the Company") failed to bargain in good faith with the certified representative of its employees, the Amalgamated Clothing Workers of America, AFL–CIO,[1] the employees went on strike. Subsequently, the National Labor Relations Board found that the Company's failure to bargain violated Section 8(a) (5) and (1) of the National Labor Re-

[1] The Union was a party in the court of appeals.

lations Act, 29 U.S.C. 158(a) (5) and (1), and that the strike was caused by the Company's unfair labor practices. It directed, *inter alia,* that the Company

> Upon application, offer immediate and full reinstatement to their former or substantially equivalent positions to all those employees who went out on strike * * * dismissing if necessary all persons hired on or after that date, and make such applicants whole for any loss of pay suffered by reason of the [Company's] refusal, if any, to reinstate them * * *,

with an employee's eligibility for back pay to commence five days after his application for reinstatement. *J. H. Rutter-Rex Mfg. Co.,* 115 NLRB 388, 391. The court of appeals enforced the Board's order, *National Labor Relations Board* v. *J. H. Rutter-Rex Mfg. Co.,* 245 F. 2d 594 (C.A. 5), and embodied the above provision in its decree, entered on August 19, 1957.

By the time the court entered its decree, all the employees whose backpay claims are at issue in this case had made the necessary application for reinstatement. The strike had been terminated by the Union on April 5, 1955 (R. 172–173). A small number of strikers had applied for reinstatement prior to that date (R. 215–520). Between April 5 and May 13, 1955, the Union made an unconditional application for the reinstatement of approximately 159 strikers (R. 172–175; 1085–1091; Vol. X 160–165, 168–172). The Company did not respond with an offer to reemploy, which would have avoided any backpay liability on its part, but rather suggested that strikers desiring to return to work

make application to its personnel office at the rate of 20 per day (R. 173–174; 1088; Vol. X–167). While many strikers were rehired in this manner, others were not; as of July 8, 1961—the closing date for the Board's backpay specification in this case—35 strikers with valid backpay claims had not yet received complying offers of reinstatement.

On August 21, 1957, following the entry of the court's decree, the Board's regional office wrote to the Company. It offered assistance in "effecting prompt compliance" with the decree and also stated:

> When you have fully complied with the affirmative terms of the decree and there are no violations of its negative provisions, you will be notified that the case has been closed. Until you receive such notice you will know that the case remains open for all purposes as awaiting compliance. [R. 738–739.]

Two and one half months later, counsel for the Company wrote to the regional office that it had complied with "*some* of the provisions of the decree" (emphasis supplied); he stated:

> If any instance of a failure to fully comply with the order is brought to your attention, we would appreciate your contacting us promptly so that such corrective measures as may be necessary can be immediately taken in order to assure full compliance with the decree. [R. 189–190; 957.]

At this time and for several years thereafter, the Board in general and its New Orleans regional office in particular were under an extremely heavy caseload while their manpower resources were severely limited

(R. 732–734). Except for occasional help by an attorney or field examiner, the regional office's one compliance officer worked on all compliance cases in the region, including this one, alone (R. 968–969). For this reason, the Board did not write the Company specifically concerning the backpay aspects of the Company's case until March, 1960, when it requested the Company's payroll, Social Security and personnel records (R. 958). On the basis of these records and others obtained by the regional office, approximately 575 backpay claims were sifted; these included claims that reinstatement had been delayed or granted to an inferior position, as well as that it had been entirely denied. By October, 1960, the regional office had sufficient manpower to assign an attorney to the case full time (R. 969); he had to locate and interview each of the employees concerned and to examine the Company's records, in order to determine who had been reinstated, when reinstatement had been effected, what was the level of gross backpay due, and whether there were any set-offs against backpay for individual employees due to interim earnings, unavailability for employment, or the like (R. 733–734).

On November 16, 1961, the result of this investigation was announced in the form of a 428-page backpay specification, issued and served on the Company by the Regional Director pursuant to the Board's Rules and Regulations (R. 742–907). Over 360 of the backpay claims were rejected (R. 733, 1036–1937); but the Director found that 207 employees either had never been reinstated or had been reinstated more than five days after their unconditional application for

reinstatement, and set forth on their behalf backpay claims current to July 8, 1961, totaling $342,764.07.

After obtaining an extension of time within which to file its objections to this specification with the Board, the Company applied to the court of appeals to enjoin further action in the backpay proceedings because of the delay in issuing the specification. The court of appeals temporarily stayed the proceedings before the Board but then declined to intervene and dissolved its stay, *National Labor Relations Board* v. *J. H. Rutter-Rex Co.*, 305 F. 2d 242, and in September, 1962, the Company filed its answer to the specification.

In subsequent proceedings before the Board, the Company's repeated objection that the delay in issuing the specification barred the claims was rejected, but specific challenges to the awards were entertained and the scope of the backpay order was considerably reduced in consideration of them. Thus, in a decision of June 2, 1964, the Trial Examiner denied backpay to 35 of the 207 remaining claimants, and reduced the total amount to be paid to $160,894.69, as of June 30, 1961 (R. 7–8, 166–554). In a decision of June 3, 1966, the Board adopted the Trial Examiner's findings, conclusions and recommendations in substantial part, but modified the award as to twelve individuals (R. 52–57); it ordered the Company to pay a total of $159,016.32 to 171 employees.

The court of appeals furthered narrowed the order by refusing to enforce the award as to ten of the employees, an action which the Board believes to have been erroneous but which does not, in its view, war-

rant further review here. The court of appeals also, however, limited its enforcement of the Board's award for the remaining 161 employees to the period ending June 30, 1959, thus cutting off the claims of 37 employees who had not received a complying offer of reinstatement by that date. The court stated that the Board had done "nothing of any consequence" to obtain compliance with the reinstatement-backpay aspects of the decree from the letter it sent in August, 1957, until its March, 1960, request for records; and that, although the Company itself had "moved at a snail's pace" in the reinstatement of its employees (*infra,* p. 11a), and could not shift or avoid its duty of compliance by asking the Board to notify it of any instances of noncompliance with the decree, nevertheless the Board's inaction constituted "inordinate" delay (*infra,* p. 14a) which "lulled [the Company] into the belief that the Board was satisfied and that no further action was to be expected" (*infra,* p. 15a). Although the court acknowledged that the doctrine of laches cannot be invoked against the government (*infra,* p. 4a), it concluded that the Administrative Procedure Act gave the Company "a legal right to expect the Board to proceed with reasonable expedition" and that the "inordinate" 4-year delay between the court's first decree and the backpay specification prejudiced the Company's ability to defend the backpay claims (*infra,* pp. 17a–18a). The court then chose the June 30, 1959, date as the most suitable accommodation of the competing interests "of the Board, of the Union, and of the employees" (*infra,* p. 17a).

REASONS FOR GRANTING THE WRIT

Although the court of appeals purported to recognize the well-established doctrine that a suit brought by the United States or any of its agencies to enforce a public right may not be defeated on grounds of laches,[2] its holding that the Board's "inordinate delay" in processing the backpay claims requires an artificial limitation of otherwise valid employee claims to backpay is directly contrary to that doctrine. In particular, it conflicts with this Court's decision in *National Labor Relations Board* v. *Electric Vacuum Cleaner Corp.*, 315 U.S. 685, and with cases in the courts of appeals which have refused to make delays by the Board in processing complaints or compliance issues an occasion for depriving employees of their backpay remedy.

This Court repeatedly has recognized that the remedy of back pay and reinstatement protects a public, not a private, right; it is "designed to vindicate the public policy of the statute by making the employee whole for losses suffered on account of an unfair labor practice." *Nathanson* v. *National Labor Relations Board*, 344 U.S. 25, 27; *Phelps Dodge Corp.* v. *National Labor Relations Board*, 313 U.S. 177, 197. The Board is the only party which can institute a backpay proceeding; it does so to vindicate the public interest,

[2] *United States* v. *Summerlin*, 310 U.S. 414, 416; *Board of County Commissioners* v. *United States*, 308 U.S. 343, 351; *Guaranty Trust* v. *United States*, 304 U.S. 126, 132–133; *Chesapeake & Delaware Canal Co.* v. *United States*, 250 U.S. 123, 125; *United States* v. *Beebe*, 127 U.S. 338, 344.

not simply to further the private rights of the employees involved. Thus, as the court of appeals itself recognized, the Company "could not avail itself of the defense of laches" (*infra*, p. 4a). "Inordinate delay in any case is regrettable, but Congress has introduced no time limitation into the Act except that in § 10(b)." *National Labor Relations Board* v. *Katz*, 369 U.S. 736, 748 n. 16.

In *Electric Vacuum Cleaner Corp., supra*, this Court declined to shorten the period of backpay compensation despite the Board's two year delay in determining whether there had been any unfair labor practice; while it agreed that the processing of complaints "as quickly as is consistent with good administration is of course essential," it refused to "penalize the employees" for delays. 315 U.S. at 698.[3] Here, on the other hand, the existence of the unfair labor practice was promptly determined, so that the Company was aware of its reinstatement and backpay obligation throughout the period of alleged delay. The Company could have limited its backpay liability at any point by making offers of reinstatement, as the Board had ordered it to do. In two similar cases, *National Labor*

[3] See also *National Labor Relations Board* v. *William Davies Co.*, 135 F. 2d 179, 184 (C.A. 7), certiorari denied, 320 U.S. 770; *National Labor Relations Board* v. *Wilson Line, Inc.*, 122 F. 2d 809, 815–816 (C.A. 3); *National Labor Relations Board* v. *American Creosoting Co.*, 139 F. 2d 193, 196 (C.A. 6), certiorari denied, 321 U.S. 797; *Pacemaker Corp.* v. *National Labor Relations Board*, 260 F. 2d 880, 883 (C.A. 7); *National Labor Relations Board* v. *Injection Molding Co.*, 211 F. 2d 59, 66 (C.A. 8); *Triplex Screw Co.* v. *National Labor Relations Board*, 117 F. 2d 858, 862 (C.A. 6).

Relations Board v. *Mastro Plastics Corp.*, 354 F. 2d 170, 181 (C.A. 2), certiorari denied, 384 U.S. 972 (four years between enforcement and backpay specification), and *Nabors* v. *National Labor Relations Board*, 323 F. 2d 686, 688-689 (C.A. 5), certiorari denied, 376 U.S. 911 (six and one half years between enforcement and backpay specification), the company's backpay liability was fully enforced.

The court's refusal fully to enforce the backpay order is not justified by Section 6(a) of the Administrative Procedure Act, 5 U.S.C. 1005(a). Although that section requires "[e]very agency [to] proceed with reasonable dispatch to conclude any matter presented to it," the remedy for a failure so to proceed is that stated in Section 10(e)(A), 5 U.S.C. 1009(e)(A): courts may "*compel* agency action unlawfully withheld or unreasonably delayed." (Emphasis supplied.) Except for a reference to "statutory * * * limitations" in Section 1009(e)(B)(3), 5 U.S.C. 1009(e)(B)(3)—inapplicable here by reason of Section 10(b) of the Labor Act—there is no indication that a failure to proceed with reasonable dispatch makes subsequent agency action subject to being set aside as "unlawful."[*] *Deering Milliken, Inc.* v. *Johnston*, 295 F. 2d 856 (C.A. 4), on which the court below relied, was a case in which injunctive relief to compel agency action was sought under Section 10(e)(A). Here, the Company did not seek judicial help in speeding the compliance proceeding and the court below found "the

[*] The Board maintains that its action was reasonably prompt, considering its limited resources at the time, and the fact that the Company knew its obligation.

record well sprinkled with instances in which the Company moved at a snail's pace in the reinstatement of these former employees" (*infra*, p. 11a), although its reinstatement obligation "just could not have been misunderstood" (*infra*, p. 9a). The case is thus much more like *Nabors* v. *National Labor Relations Board*, *supra*, where another panel of the Fifth Circuit found "no indication that Congress intended to overrule [the] long-settled doctrine [that the defense of laches could not be entertained against a claim of public right] by the enactment of the Administrative Procedure Act." 323 F. 2d at 688-689.

Moreover, the court's refusal fully to enforce the backpay specification has denied the employees a substantial portion of the remedy which the Board found appropriate in the public interest, in effect foreclosing reinstatement for 35 employees as well as reducing the backpay due to them.[5] Although the court correctly recognized that backpay "is designed to enforce a public, not a private right," it took the limited view that "[t]he purpose of a backpay award is *to deter*

[5] Thirty-five employees whom the Board and court agreed were entitled to reinstatement had not received offers of reinstatement as of July 8, 1961, the last day to which the Board's backpay specification applied. But for the court's order, backpay would have continued to accrue for these employees until an offer was made—thus encouraging the Company to honor its reinstatement obligation. Under the court's order, the Company now is subject only to the possibility of contempt proceedings to enforce these reinstatements, and can await the Board's initiative. Indeed, the court's peroration, "let the books be closed" (*infra*, p. 19a), suggests that the contempt remedy may be unavailable and that the Company's obligation to reinstate these employees may never be enforced.

unfair labor practices * * *" (*infra,* p. 17a; emphasis supplied). But it is equally the purpose of backpay awards to remedy the prior unfair labor practices which required them—to restore balance in the labor relationship by denying the illegal actor any advantage from his unfair practices, and redressing so far as is possible any harm which it may have done. As the Second Circuit recognized in *National Labor Relations Board* v. *Mastro Plastics Corp., supra,* delay is prejudicial to this purpose also:

> Certainly to the discriminatees, a delay of this magnitude must render the back pay award a wholly inadequate and unsatisfactory remedy for their wrongful discharge. Although the Board began awarding interest on back pay awards subsequent to its decision here, see Isis Plumbing & Heating Co., 138 NLRB 716 (1962), even this could not undo the economic hardship caused by many years of undeservedly substandard earnings. Moreover, the substantial delay in enforcing the back pay remedy significantly undermines its usefulness in fulfilling the public policy of promoting full production and employment.
>
> This is not a case where the Board has intentionally acted in a manner contrary to its duty to "proceed with reasonable dispatch to conclude any matter presented to it." Compare Deering Milliken, Inc. v. Johnston, 295 F. 2d 856 (4 Cir. 1961). Rather, the delay has stemmed from the inherently time-consuming nature of the back pay remedy, complicated by a serious and protracted shortage of Board personnel capable of preparing the specification. [354 F. 2d at 180–181.]

The effect of the court's decision on the administration of the Act is likely to be substantial and harmful. Employers are often recalcitrant in complying with Board remedial orders; by delaying or preventing reinstatement an employer may be able to aggravate or assure the weakening of a union movement which was the target of his unfair labor practices in the first place. To that extent, it may be to the employer's interest to wait for the Board to take the first step in securing compliance with reinstatement orders. The steady cumulation of backpay liability acts as a counter-pressure to this attitude; since at any moment the employer can limit his liability by making a complying offer of reinstatement, the backpay order serves in this respect to promote self-compliance with reinstatement orders. Cf. *National Labor Relations Board* v. *Seven-Up Bottling Co. of Miami*, 344 U.S. 344, 347–348. Curbing the cumulation of backpay, as was done in this case, limits this incentive. Thus, the probable effect of this decision, if allowed to stand, will be to diminish voluntary compliance with Board orders, and, correspondingly, to increase the number of cases in which there will be litigation over compliance matters; as a result, there will be greater delay in securing compliance generally, and interference with and interruption of the remedial scheme Congress ordained.

In sum, although the court of appeals acknowledged that the defense of laches could not be entertained against backpay awards, it substantially limited the award in this case on the basis of very similar considerations: the duration of Board inaction, and as-

sumed prejudice to the Company's ability adequately to defend itself as a result. The court could not respond directly to those considerations—for example, by foreclosing backpay for the period *up to* the Board's active participation in compliance proceedings—without appearing to permit the defense in all particulars. Rather, it imposed the arbitrary compromise of a June 30, 1959, cut-off date on the backpay awards. The likely effect of this action on the remedy in this case and on compliance proceedings in the future is scarcely less harmful than would have been a straightforward acceptance of the laches defense; the court's holding is unauthorized by statute and is in conflict with the several decisions cited above.

CONCLUSION

For the foregoing reasons, this petition for a writ of certiorari should be granted.

Respectfully submitted.

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JANUARY 1969.

APPENDIX A

In the United States Court of Appeals
for the Fifth Circuit

No. 23744

J. H. RUTTER-REX MANUFACTURING COMPANY, INC., PETITIONER

versus

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

No. 23909

AMALGAMATED CLOTHING WORKERS OF AMERICA, AFL–CIO, PETITIONER

versus

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

On Petitions for Review (Nos. 23,744 and 23,909) and on Cross-Petition for Enforcement (No. 23,744) of an Order of the National Labor Relations Board

(Louisiana Case)

(July 23, 1968)

Before COLEMAN and SIMPSON, Circuit Judges, and DAWKINS, District Judge.

COLEMAN, Circuit Judge: This litigation beclouds the highly respectable idea that all litigation must, some day, come to an end. 164 volumes of the Federal

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Reporter [2d] have been published since this case first appeared in this Court, 229 F.2d 816, 1956. Indeed, the controversy has survived a complete turnover, save one, of the judges in active service on this Court.

I

To go back to the origins of the difficulty: In May, 1953, the Amalgamated Clothing Workers of America, CIO, attempted to organize the 600 employees of the J. H. Rutter-Rex Manufacturing Company, Inc. On July 30, 1953, the president of the Company, made a speech at the plant in which he stated that "he would not tolerate 'any damn union in the plant'; that the last time the union had tried to organize his plant he had 'personally fired 300 girls', and would fire 400 to 500 more 'if necessary'", 229 F.2d at 817. The record in that appeal further reveals that a Company vice-president had exercised impermissible surveillance of employee union activities, had threatened to fire other employees for their union activities, and had coercively interrogated others. Some employees had been discriminatorily discharged. The situation was such that in its opinion reviewing that stage of the case a panel of this Court [Chief Judge Hutcheson and Judges Rives and Cameron] stated that the record was permeated throughout with cogent testimony of company antipathy toward the union, 229 F.2d at 819. The Court directed enforcement of the Board Order, which had found Rutter-Rex guilty of § 8(a)(1) and § 8(a)(3) violations of the National Labor Relations Act.

In 1957, we had the parties again, 245 F.2d 594. That proceeding was initiated by a petition of the Board to enforce its order dated February 13, 1956. requiring Rutter-Rex to offer immediate and full reinstatement to certain of its former employees. Again,

this Court [Chief Judge Hutcheson and Judges Jones and Brown] decreed enforcement.

We recite the foregoing as of some assistance to an understanding of the issues we are now required to resolve. It convinces us, of course, that Rutter-Rex is not, and has not been, a babe in the woods, now about to be victimized for ignorance or inadvertent ineptitude in the field of employer-employee relations, as regulated by the National Labor Relations Act.

Enforcing the Board Order, our decree of August 19 1957, by reference thereto, directed the Company to offer reinstatement, upon application, to all employees who went on strike on April 21, 1954, or thereafter, and to:

> "make whole such strikers for any loss of pay they may have suffered by reason of the Company's refusal, if any, to reinstate them, by paying to each of them a sum of money equal to that which he would normally have earned, less his net earnings, during the period from 5 days after the date on which he applies for reinstatement to the date of the Company's offer of reinstatement. Loss of pay shall be computed on a quarterly basis", [115 NLRB 388].

The present controversy was commenced on November 14, 1961, by a Backpay Specification issued by the Regional Director, which notified the Company of its right to file an answer thereto within fifteen days. The Company filed an application in this Court for an injunction, seeking to enjoin the Board from proceeding further with the Backpay Specification because of the lapse of time in filing it. We denied a permanent injunction, 305 F.2d 242, concluding that we should not take any further action *prior to such time as a final order might be entered [by the Board] or other final action taken.* Special note is taken, however, that this

Court then asserted that "there has been inordinate delay in this case." Inordinate means "in excess of reasonable limits".

We now have before us the petition of the Company, filed June 8, 1966, to review the Supplemental [Backpay] Order of the Board issued on June 3, 1966, 158 NLRB 1414. We likewise have the petition of the Amalgamated Clothing Workers of America, AFL-CIO (the Union) to review, set aside, and modify certain portions of that order. By its answer, the Board requests that its Supplemental Order be enforced in full. These consolidated proceedings [No. 23,744 and No. 23,909] present us with a record 5,297 pages in length, in addition to 297 pages of Exhibits, and more than 600 pages of briefs. We have had the case under analysis and consideration for more than half a year, as a result of which we are convinced that the appropriate disposition of the issues raised is really not so abstruse or complex as counsel, in their commendable zeal, have conceived it to be. All contentions have been thoroughly considered but this opinion will discuss only those regarded as meritorious and necessary to the appropriate disposition of the case. There is no inclination that the opinion shall unnecessarily rival the length, or the volume, of the material submitted.

As a matter of fact, we see that most, if not all, of the contentions on behalf of the Company as to generally controlling legal principles were raised and settled in *W. C. Nabors* v. *National Labor Relations Board,* 5 Cir., 1963, 323 F.2d 686. *Nabors* was a reinstatement and backpay case, in which the Board delayed its Backpay Specification from May 31, 1955, to March 25, 1959, a period of almost four years. We there held that Nabors could not avail itself of the defense of laches, could not invoke state statutes of limitation, and could not introduce evidence to show

irreparable injury caused by undue delay. The Supreme Court denied certiorari, 376 U.S. 911, 84 S.Ct. 666, 11 L.Ed. 2d 609 (1964). *Nabors* further held that backpay, as used in the applicable statute, includes moneys which it is reasonably found that an employee would actually have received in the absence of unlawful discrimination; that lack of available jobs is an affirmative defense, that the burden of establishing such a defense rests on the employer, and the burden likewise rests with an employer attempting to prove a former employee's failure to make reasonable search for other employment.

II

We start our analysis of the pending issues by recalling that the Company began digging its costly pit by refusing to bargain with the duly certified Union, *National Labor Relations Board* v. *J. H. Rutter-Rex Manufacturing Co.*, 5 Cir., 1957, 245 F.2d at 595, 596. The Board ordered reinstatement of the striking employees. On June 19, 1957, we granted enforcement. The Order so enforced required reinstatement within five days after application therefor, plus backpay until the date of the offer of reinstatement, loss of pay to be computed on a quarterly basis.

The Backpay Specification of November, 1961, asserted backpay claims in the total amount of $342,000, up to July 1, 1961. Six hundred employees had gone on strike. 211 were reinstated before the strike ended. 299 were out on strike when the Union called it off, April 21, 1954. 132 were reinstated before the end of 1955, and by the close of 1956 there were but 70 who had not been reinstated. The Company contended that there were fifteen employees who were not entitled to reinstatement because they had been guilty of strike misconduct, including violence. The Board agreed as

to ten of these. The Board disqualified two employees for failure to apply for reinstatement, two were disqualified for abandoning the industry, and one was disqualified for non-availability.

In the order now under review, the Board awarded $159,016.32 in backpay to 171 individuals, less than half of the amount asserted in the Specification. The Trial Examiner denied backpay to approximately thirty-five. On review, the Board in its Supplemental decision and order of June 3, 1966, 158 NLRB 1414, adopted the findings, conclusions and recommendations of the Examiner in substantial part, and modified the Examiner's award as to twelve former employees.

For reasons to be discussed, the Company says that it should not have to pay anything.

III

The Union says that the ten employees should not have been disqualified for strike misconduct and that other employees were erroneously denied backpay in varying amounts. We are of the opinion that the findings of the Board in these cases are substantially supported by the record and that the order correctly applied the law. As to these items we decline to upset the Order.

Nor do we approve Union contentions that the Board erred both in reducing the gross backpay claims by 6% to take care of absences and in awarding 6% interest on the backpay awards from June 2, 1964, rather than from the date of discrimination.

IV

We now proceed to consider the Company attack. As usual, the Company says, in effect, that all is the fault of the Board; the Board responds that all is the

fault of the employer. As often happens, we do not wholly agree with either. We do agree with the Board that:

> "It is not the function of this Court to try the case de novo or to substitute its own appraisal of the evidence for that of the Board. If the Board has conceived the law correctly, if it has not acted arbitrarily or capriciously, and if its findings are supported by 'substantial evidence on the record considered as a whole,' they are conclusive and binding on this Court even though we might have made different findings upon an independent consideration of the same evidence." *N.L.R.B.* v. *Brown & Root, Inc.*, 8 Cir., 1963, 311 F.2d 447, 451.

A. Our 1957 Opinion

In *N.L.R.B.* v. *J. H. Rutter-Rex Manufacturing Company*, 245 F.2d 594, we held that (1) the duty of the Company to bargain with the certified Union did not terminate with the calling or execution of the strike, (2) the Company had been guilty of unfair labor practices in refusing to bargain collectively with the Union and in interfering with the employees in the exercise of their right to organize and bargain collectively, and (3) the Union had not been guilty of any practice justifying employer in breaking off bargaining negotiations.

In the present proceeding, which stems from that decision, the Company vigorously and repeatedly insists that our language at 245 F.2d 598 was not clear and unequivocal, that it left certain questions open to further action. The language so denominated was as follows:

> "The difficulties which the Employer now faces were not unknown when it set out on its forthright but risky course of declining to bargain

at all. For once the strike is an unfair labor strike, Mastro Plastics Corp. v. N.L.R.B., 350 U.S. 270, 278, 76 S.Ct. 349, 100 L.Ed. 309, or becomes such, N.L.R.B. v. Crosby Chemicals, Inc., 5 Cir., 188 F.2d 91, 95, the employer is compelled under the Act to reinstate the strikers upon application even though it means discharging replacements hired during the strike.

"The numerous questions which the Employer insists now plague it, such as the possibility of non-strikers voluntarily terminating employment with subsequent replacement during the strike, the availability of work at various times considering the nature of these manufacturing operations, the number of strikers who may have declared their unwillingness to return to work, the calculation of the lost pay if any, the misconduct of some specified strikers which might afford a basis for denying reinstatement, are not foreclosed. Their resolution can come either in further administrative proceedings before and through the Board or in direct contempt proceedings, if brought before us, for failure to comply with our order decreeing enforcement.

"The employer certainly has no right to insist that until the strike whose continuation is a direct by-product of his own Section 8(a)(5) violation is terminated, no order of reinstatement can validly be made. Nor can the employer confound its violation by demanding that all of the matters be threshed out in the initial Board proceedings. Undertaking to ascertain the myriad of details respecting the right to, and extent of, the remedy as to each specific striker out of a large labor force would complicate the proceeding and perhaps make it endless."

We are of the opinion that the argument as to confusion or misunderstanding is without any real merit.

The Company, experienced in labor disputes and represented by outstanding counsel, could not have possibly overlooked the plain command of the Court's decree that the employees should be reinstated upon application and made whole for any loss of pay they might have suffered by a refusal to reinstate. This was the very heart of the litigation and the decree which followed. It just could not have been misunderstood.

Certainly, the Company was entitled to the benefit of the law as to failure to apply, the availability of jobs, bona fide offers to return, the availability of work, and the like. The focal consideration here is that if any of these items were hindering compliance with the enforced order then the Company could have applied to this Court for a clarification of its decree or it could have moved the Board to hear and settle any problem of material importance. The indisputable fact is that the Company applied for no such relief. It is too late now for us to entertain this plea. Upon the consideration of the record as a whole we are convinced that nothing in the opinion actually could reasonably have been confusing, or a stumbling block to compliance.

B. *Impossibility or failure of compliance*

On April 5, 1955 the Union notified Rutter-Rex that the employees had voted on March 31, 1955, to terminate the strike. The second paragraph of the letter stated "Please be advised that each of the employees whose names are listed on the attached sheets hereby offers to return to work for your Company unconditionally and immediately. Kindly inform us when and where these employees should return to work".

Attached was a list of 114 employees, with their street addresses indicated.

On April 8, an additional list of 25 names was submitted.

On April 11, Rutter-Rex responded, not with an unconditional reinstatement of these employees, but with the suggestion that:

> "Such persons as desire to return to work with us file application with our Personnel Office as soon as possible. Since we cannot process all applications at one time, we would suggest that you have the applicants come in at the rate of no more than twenty (20) per day."

On April 22, the Union notified the Company that although they had complied with the request to send the employees in groups of twenty per day, "We consider these employees as having unconditionally applied for employment on the date you received our registered letters along with lists of names attached thereto". With this letter an additional list of fifteen names was submitted.

On May 13, six additional names were sent.

We hold that the Union letters as to the named employees was effective notice and that the Company should have promptly reinstated them, *N.L.R.B. v. Brown & Root, Inc.*, 8 Cir. 1953, 203 F.2d. 139, 147.

The Company argues that literal compliance with the order to reinstate all employees within five days after they applied was impossible and that a good faith effort was made to reinstate as many as possible as quickly as possible. The Union submitted the names of 114 employees on April 5. By the standards which the Company sought to impose, 20 a day, these could have been taken care of in less than six full days. The list of 25 submitted on April 8 would have required only two hours beyond one day. The 15 submitted on April 22 would have required less than a day. The 6 submitted

on May 13 would have required less than half a day. So, we reject this argument.

Moreover, the requirement is that the employee be made whole. The liability for backpay therefore begins with the application for reinstatement, even if that be a date prior to the Board Order. Unfair labor practice strikers must be rehired on demand, *N.L.R.B. v. Fitzgerald Mills Corp.*, 2 Cir., 1963, 313 F.2d 260. The clear policy of the Act is to restore the situation as nearly as possible to that which would have been obtained but for the unfair labor practices, *Phelps Dodge Corp. v. N.L.R.B.*, 313 U.S. 177, 194, to make whole those who have been deprived of a recognized interest by acts that constitute a violation of the Act, and to prevent the violator from benefiting by his misdeed. *N.L.R.B. v. Coats & Clark, Inc.*, 5 Cir., 1957, 241 F.2d 556; *N.L.R.B. v. J. H. Rutter-Rex Manufacturing Co.*, 5 Cir., 1957, 245 F.2d 594, See, also, *Florence Printing Company v. N.L.R.B.*, 4 Cir., 1967, 376 F.2d 216, cert. denied ——— U.S. ———.

We find the record well sprinkled with instances in which the Company moved at a snail's pace in the reinstatement of some of these former employees The record as a whole demonstrates that it was not impossible for the Company to comply and that as to many individuals it did not comply. Our conclusion as to the individual employee cases will be found in Part V of this opinion.

C. Inordinate delay.

The Company strongly urges, with much factual justification, that the Backpay Specifications ought to be barred by the four year delay on the part of the Board. As already pointed out, however, the Company cannot invoke laches or statutes of limitation, but this is not the end of the matter.

On November 7, 1957, following our decree granting enforcement (August 31, 1957) *counsel for the Company* wrote the Board as follows:

> "As you know, we are handling the matter of complying with the decree of the United States Court of Appeals for the Fifth Circuit, enforcing the order of the National Labor Relations Board in the subject cases. Our client has already complied with some of the provisions of the decree, and is presently engaged in bargaining with the representatives of the Amalgamated Clothing Workers of America. If any instance of a failure to fully comply with the order is brought to your attention, we would appreciate your contacting us promptly so that such corrective measures as may be necessary can be immediately taken in order to assure full compliance with the decree."

The Board minimizes the importance of this communication by citing its letter *to the Company*, dated August 21, 1957:

> "You have recently received the Decree of the Fifth Circuit Court of Appeals in the above case.
>
> "I should like to offer the assistance of this office in effecting prompt compliance with the requirements of this Decree. William W. Fox has been assigned to assist you in this connection.
>
> "Kindly advise Mr. Fox how many copies of the Notice you will need in order to comply with the terms of the Decree and he will have the required number prepared for you.
>
> "I trust that within the time specified in the Decree we will be able to report to the Board that you have taken the required action.
>
> "*When you have fully complied with the affirmative terms of the Decree and there are no violations of its negative provisions, you*

will be notified that the case has been closed. Until you receive such notice you will know that the case remains open for all purposes as awaiting compliance." [Emphasis added].

After this exchange of correspondence nothing of any consequence was said or done until March 22, 1960. On that date, a compliance examiner wrote Company counsel as follows:

"As you may know, the above-named cases have been assigned to the undersigned for the purpose of assisting the Company in complying with the Order of the Board as enforced by the Circuit Court.

"Our file indicates our last correspondence with you was in 1957, when in a September 11 letter you informed us notices were posted in the New Orleans plants of Rutter-Rex on September 10. It is presumed that notices were subsequently posted at the Franklinton plant. Will you please confirm the posting of these notices.

"An effort is being made to determine the back pay, if any, due the strikers referred to by the Board in its Order. To this end we are requesting that payroll records, social security payment records, personnel records and reports necessary to analyze the amounts of back pay due and the rights of employment of strikers be made available to us for examination and copying. We currently have before us the names of some 470 individuals for whom determinations are to be made. While this appears to be a formidable undertaking, we trust that with your cooperation it will not be too burdensome upon the Employer.

"Will you please contact us at your earliest convenience in order that we may arrange a time and place for our examination.

"We are, we realize, in the position of having delayed action in this matter over a period of several years. Under these circumstances, it

may seem inconsistent that we now urge that prompt attention be given to the request. However, the delay to date has been in a large measure due to a shortage of personnel in this office. In order that we may bring your client into compliance with the decree of the Court as soon as possible, we ask that we hear from you within the next week. Your cooperation here will be sincerely appreciated."

It was this examination of Company records, opened in 1960 and completed in 1961, which led to the Backpay Specification of November 4, 1961, now contested before this Court.

We agree that the Company could not shift or avoid its duty of compliance by asking the Board to notify it of any failures of compliance which might be brought to its attention.

On the other hand, the Company had a legal right to expect the Board to proceed with *reasonable expedition.* The Administrative Procedure Act, 5 U.S.C.A § 1005(a), *Deering Millikin, Inc. v. Johnston,* 4 Cir., 1961, 295 F.2d 856. The language of the statute then read that "* * * every agency shall proceed with reasonable dispatch to conclude any matter presented to it except that due regard shall be had for the convenience and necessity of the parties or their representatives. * * *".

The Board says that the Company is not now entitled to the benefit of the statute because it made no effort to invoke it. The answer to this is that, despite its duty expeditiously to proceed, from August 31, 1957 until March 22, 1960 the Board wrote no letter and gave no notice of any kind that it contemplated moving with reference to backpay. We have already pointed out that a prior panel of this Court found the delay to have been inordinate, beyond the bounds of reason. That panel had before it the Board excuse

that it had an extremely heavy case load. We are impressed by the fact that regardless of its case load in the New Orleans area the Board knew that the Rutter-Rex dispute initially involved 600 employees and undoubtedly was one of the most important, if not the most important, compliance case pending before its Regional Office. It is admitted that the Board did have six attorneys at New Orleans. Yet, all of their attention was devoted to other cases, to the complete exclusion of this one. They let the case slide along in total inaction for almost three years after we granted enforcement and for five years after the Union abandoned the strike. Moreover, backpay was awarded through June 30, 1961, and any accruing since that date is *yet to be settled.*

In *Deering Millikin, Inc. v. Johnston, supra,* it was held that the courts have the right and the duty to enforce the requirements of the Administrative Procedure Act:

> "What is required is some balance between the interest of the Board, of the Union, and of the employer. It should be recognized, on the one hand, that the court should not interfere with any reasonable exercise of the Board's discretion in controlling the progress of the proceedings pending before it. On the other hand, adequate protection of the employer's rights should be afforded."

The fact that the Company applied for no relief until it received the notice of March 22, 1960 is not conclusive because it had a right to expect the Board to proceed with reasonable expedition and the Board did not do so. At the very least, in a fair and impartial analysis of the situation, it cannot be said that the Company was not, at least to a reasonable degree, lulled into the belief that the Board was satisfied and that no further action was to be expected.

Although we have held that mere lapse of time will not throttle the filing of backpay specifications, we also recognize the rule found in *N.L.R.B. v. Brown*, 380 U.S. 278, 291:

> "Courts are expressly empowered to enforce, modify or set aside, in whole or in part, the Board's orders, except that the findings of the Board with respect to questions of fact, if supported by substantial evidence on the record considered as a whole, shall be conclusive. National Labor Relations Act, as amended, Sections 10(e), (f), 29 U.S.C. Sections 160 (e), (f) (1958 ed.). Courts should be 'slow to overturn an administrative decision,' *Labor Board v. Babcock & Wilcox Co.*, 351 U.S. 105, 112, but they are not left 'to sheer acceptance of the Board's conclusions,' *Republic Aviation Corp. v. Labor Board*, 324 U.S. 793, 803. Reviewing courts are not obliged to stand aside and rubber-stamp their affirmance of administrative decisions that they deem inconsistent with a statutory mandate or that frustrate the congressional policy underlying a statute. Such review is always properly within the judicial province, and courts would abdicate their responsibility if they did not fully review such administrative decisions. Of course due deference is to be rendered to agency determinations of fact, so long as there is substantial evidence to be found in the record as a whole. But where, as here, the review is not of a question of fact, but of a judgment as to the proper balance to be struck between conflicting interests. '[t]he deference owed to an expert tribunal cannot be allowed to slip into a judicial inertia which results in the unauthorized assumption by an agency of major policy decisions properly made by Congress.' *American Ship Building Co. v. Labor Board, post*, at 318."

See, for example, the decision of the Court of Appeals for the Eighth Circuit in *N.L.R.B. v. Ozark Hardwood Co.*, 282 F.2d 1 (1960), in which that court declined to enforce backpay awards that were within the letter of the law but apparently beyond the intent of Congress.

In the light of these considerations, we proceed to a determination of a "balance between the interest of the Board, of the Union, and of the employer", *Deering Millikin, Inc. v. Johnston, supra.*

A backpay proceeding is designed to enforce a public, not a private right. The purpose of a backpay award is to deter unfair labor practices and not to enforce the private rights of the employees, *N.L.R.B.* v. *Mooney Aircraft, Inc.*, 5 Cir., 1966, 366 F. 2d 809.

Because the Company had committed unfair labor practices the burden was upon it to establish all affirmative defenses to the backpay specifications. The Board's sole burden was to prove damages, but as to any facts in mitigation the burden was on the employer, *N.L.R.B. v. Miami Coca-Cola Bottling Company*, 5 Cir., 1966, 360 F.2d 569, 576. When dealing with 200 claims, carrying the burden of proof as to when an employee applied for reinstatement, whether the applicant was really available for work, whether there was a job available, whether a replacement should have been discharged in order to reinstate a striker, whether a discharge after reinstatement was made in good faith, whether an employee had made a bona fide effort to obtain employment elsewhere, is at best no minor task. After inordinate delay, the situation is compounded. Actually, about all the Company could do in this hearing, which ran 58 trial days, was to cross examine the claimants in an effort to establish much of its defenses.

329-026—69— —3

The proof was often so sketchy that the Trial Examiner had to strain for his findings. Repeatedly, issues were resolved solely by applying the rule as to the burden of proof. Ordinarily, we would not take a second look at this, but after inordinate delay there is occasion for concern. We do not feel that the inordinate delay barred all backpay, but some modification must be made.

Under the facts and circumstances of this case as herein enumerated, and applying the principles herein considered, this Court holds that the purposes of the Act will be vindicated, the intent of Congress will be served, and the Due Process rights of this Company will be preserved, by the enforcement of the Supplemental Order of the Board as to all backpay awarded to all employees (except those named in Part V) for any and all quarterly pay periods prior to and expiring with the end of the second quarter of the year 1959. This period covers all backpay accruing during the three years which transpired between the end of the strike and our decree of enforcement, 245 F.2d 594, and it includes all such backpay for a period of an additional two years subsequent to that decree. Considering that the employer was in the wrong in 1955 and that the Board was guilty of inordinate delay by doing nothing before March 22, 1960, we are of the opinion that backpay awards for this five year period satisfy the purposes of the law, with no injustice to the Company. We are likewise convinced that no backpay award for any period subsequent to July 1, 1959 should now or hereafter be enforced.

V

THE INDIVIDUAL CLAIMS

The bulk of the record and briefs deals with the merits or demerits of almost 200 individual claims for backpay. Upon consideration, judged by the standards applicable to each case, we find substantial support in the record for all awards except those to Amanda Bickham, Ruth Brumfield, Hazel Burns, Gloria Delpit, Vera Fulton, Indiana Plummer Gamble, Ida Haynes, Catherine Jeff (Clark), Kathleen Lodge, and Hattie Walker. Awards to these individuals will not be enforced.

CONCLUSION

Except as those employees who are found in Part V hereof to be entitled to no backpay at all, all backpay awards for any employment period prior to and ending with the close of the second quarter of the year 1959, as granted in the Supplemental Order of the Board dated June 3, 1966, are hereby ENFORCED.

In like manner, as to all backpay awards for any period of employment from and after the beginning of the third quarter of the year 1959 enforcement is DENIED.

The case is remanded to the Board for the purely mathematical task of computing the amount of backpay due each employee, consistently with what we herein hold and have hereby ordered. Since this is a matter of mathematical calculation only, no likely reason for any of the parties to seek further review in this Court is anticipated.

After thirteen years, let the books be closed on this controversy.

Enforcement GRANTED in part and in part DENIED, and REMANDED with directions.

APPENDIX B

United States Court of Appeals for the Fifth Circuit

J. H. RUTTER-REX MANUFACTURING COMPANY, INC., PETITIONER

v.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

AMALGAMATED CLOTHING WORKERS OF AMERICA, AFL-CIO, PETITIONER

v.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

JUDGMENT

Before Coleman and Simpson, Circuit Judges, and Dawkins, District Judge.

The above consolidated causes were submitted to this Court upon petitions to review (Cases Nos. 23,744 and 23,909), and cross-petition for enforcement (Case No. 23,744), of a supplemental backpay order of the National Labor Relations Board dated June 3, 1966, directed against J. H. Rutter-Rex Manufacturing Company, Inc., its officers, agents, successors, and assigns. The Court heard argument of respective counsel on December 7, 1967 and has considered the briefs and transcript of record filed in these causes. On July 23, 1968, the Court handed down its opinion denying the

petition for review filed herein by the Amalgamated Clothing Workers of America, AFL–CIO in Case No. 23,909, granting in part and denying in part the petition for review filed herein by J. H. Rutter-Rex Manufacturing Company, Inc. in Case No. 23,744 and granting in part and denying in part the cross-petition for enforcement filed herein by the National Labor Relations Board in Case No. 23,744.

In conformity with the opinion of this Court dated July 23, 1968, it is hereby

ORDERED, ADJUDGED AND DECREED that the petition for review in Case No. 23,909 be and the same is hereby denied.

It is further ORDERED, ADJUDGED AND DECREED that the petition for review filed by J. H. Rutter-Rex Manufacturing Company, Inc. in Case No. 23,744 be and the same is hereby granted in part and denied in part and that the cross-petition for enforcement filed in Case No. 23,744 by the National Labor Relations Board be and the same is hereby granted in part and denied in part, and accordingly, the supplemental backpay order of the National Labor Relations Board dated June 3, 1966 is amended by eliminating therefrom and by denying enforcement as to those portions of the order which awards backpay to any employee for any period from and after June 30, 1959, and by eliminating therefrom and denying enforcement as to those portions of the order which awards backpay to the following individuals:

Amanda Bickham
Ruth Brumfield
Hazel Burns
Gloria Delpit
Vera Fulton
Indiana Plummer Gamble

Ida Haynes
Catherine Jeff (Clark)
Kathleen Lodge
Hattie Walker

In all other respects the supplemental backpay order of the National Labor Relations Board dated June 3, 1966 is enforced.

It is further ORDERED, ADJUDGED AND DECREED that this cause be remanded to the National Labor Relations Board for the sole and limited purpose of computing the amount of backpay due each employee with respect to whom enforcement of the awards has been granted, consistent with this judgment and with the opinion of this Court dated July 23, 1968.

APPENDIX C

In the United States Court of Appeals
for the Fifth Circuit

No. 23744

J. H. RUTTER-REX MANUFACTURING COMPANY, INC., PETITIONER,

versus

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

No. 23909

AMALGAMATED CLOTHING WORKERS OF AMERICA, AFL–CIO, PETITIONER,

versus

NATIONAL LABOR RELATIONS BOARD, RESPONDENT.

On Petitions for Review (Nos. 23744 and 23909) and on Cross-Petition for Enforcement (No. 23744) of an Order of the National Labor Relations Board (Louisiana Case)

ON PETITIONS FOR REHEARING EN BANC

(October 1, 1968)

Before COLEMAN and SIMPSON, Circuit Judges, and DAWKINS, District Judge.

PER CURIAM:

The Petitions for Rehearing are DENIED and no member of this panel nor Judge in regular active

service on the Court having requested that the Court be polled on rehearing en banc (Rule 35 Federal Rules of Appellate Procedure; Local Fifth Circuit Rule 12) the Petitions for Rehearing En Banc are DENIED.

APPENDIX D

158 NLRB No. 122

United States of America

Before the National Labor Relations Board

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.
AND
AMALGAMATED CLOTHING WORKERS OF AMERICA,
AFL–CIO

Cases Nos. 15–CA–721, 15–CA–722

SUPPLEMENTAL DECISION AND ORDER

On February 13, 1956, the National Labor Relations Board issued a Decision and Order[1] in the above-entitled case, in which it found that Respondent violated Section 8(a)(5) and (1) of the National Labor Relations Act, as amended, by unlawfully prolonging a strike of its employees. The Board ordered Respondent to offer, upon application, to all those employees who went on strike on April 21, 1954, or thereafter, immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, dismissing if necessary, all persons hired on or after that date, and make such applicants whole for any loss of pay suffered by reasons of the Respondent's refusal, if any, to reinstate them, from 5 days after the date

[1] *J. H. Rutter-Rex Manufacturing Company, Inc.*, 115 NLRB 388.

of their applications to the dates of Respondent's offer of reinstatement. Thereafter, on June 10, 1957, the Court of Appeals for the Fifth Circuit issued its decision granting enforcement of the Board's Order.[2]

On November 16, 1961, the Regional Director for Region 15 of the National Labor Relations Board issued a Backpay Specification and notified Respondent of its right to file an answer to the Specification within 15 days. After obtaining an extension of time to file its answer, Respondent filed a motion for an injunction in the Court of Appeals for the Fifth Circuit, seeking to enjoin the Board from proceeding further in the matter because of the lapse of time between the end of the strike and the filing of the Backpay Specification. On August 28, 1962, the Court denied Respondent's motion for a permanent injunction.[3]

Respondent filed its answer to the Backpay Specification on September 4, 1962. On October 3, 1962, Counsel for the General Counsel filed a Motion to Strike Respondent's Answer to Backpay Specification and for Judgment on the Pleadings. Respondent filed an opposition thereto. The Trial Examiner granted the General Counsel's motion in substantial part but with leave to Respondent to file an amended answer at a later date. Pursuant to notice, a hearing was held on November 13–16, 1962, before Trial Examiner Owsley Vose for the purpose of determining the validity of the method of computing backpay. At the hearing, Respondent contended that it had no obligation to reinstate any of the strikers because the Board's Order was wholly prospective in operation and that all the strikers had applied for reinstatement before the entry

[2] *N.L.R.B.* v. *J. H. Rutter-Rex Manufacturing Company, Inc.*, 245 F. 2d 594. The Court entered its decree of enforcement on August 19, 1957.

[3] 305 F. 2d 242 (C.A. 5), July 19, 1962; 50 LRRM 2770.

of the Board's Order herein. The Respondent also contended that the Board's method of computation in the Backpay Specification was unreasonable. On January 23, 1963, Trial Examiner Vose issued the attached Preliminary Intermediate Report and Order in Backpay Proceeding, in which he approved the method of computing backpay set forth in the Specification, but provided that such computation should be subject to a 6 percent reduction which he found necessary in order fully to reflect the number of absences characteristic of a typical employee, and in which he rejected Respondent's argument with regard to its liability to reinstate the strikers, discussed *infra*. Thereafter, on various dates between February 12, 1963, and September 30, 1963, hearings were held on the issues raised by the Backpay Specification and the Respondent's amended answer.

On June 2, 1964, the Trial Examiner issued the attached Supplemental Decision in Backpay Proceeding, in which he ordered specific amounts of backpay to approximately 172 claimants and denied backpay to approximately 35 others. The Recommended Supplemental Order also provides for payment of simple interest at 6 percent on the backpay due for each quarter commencing from the date of his Decision. Thereafter, Respondent, General Counsel, and the Union filed exceptions to the Supplemental Decision and supporting briefs. Subsequently, Respondent also filed a motion requesting the Board to reopen the record. The General Counsel and the Union filed oppositions thereto. This motion is denied for the reasons given in our discussion below.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings made by the Trial Examiner at the hearings and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the entire record in this case, including the Preliminary Intermediate Report and the Supplemental Decision, the parties' exceptions and briefs, Respondent's Motion to Reopen the Record, and the General Counsel's and the Union's oppositions thereto, and hereby adopts the findings,[4] conclusions, and recommendations of the Trial Examiner except to the extent that they are modified below.[5]

1. Respondent's request to include in the record a copy of its letter dated March 4, 1963, directed to the Board and General Counsel, and giving reasons in support of its requests for *subpoenas duces tecum*, is granted. However, its motion to overrule the revocation of such subpoenas and to reopen the record for further cross-examination upon documents to be furnished by the General Counsel under such subpoenas is denied. In our opinion, *General Engineering, Inc.* v. *N.L.R.B.*, 341 F. 2d 367 (C.A. 9), upon which the Respondent relies in support of its motion, is not applicable to the facts of this case. In *General Engineering*, the Court emphasized that the evidence sought to be adduced by the *subpoenas duces tecum* was material and relevant to the issues in the case and that the failure of the Trial Examiner and the Board to require its production was attributable solely to observance of Section 102.118 of the Board's Rules and Regulations

[4] The Trial Examiner used the term "Respondent" instead of the term "General Counsel" in line 6, page 173, of his Supplemental Decision. We hereby correct this inadvertent error.

[5] The Respondent has requested oral argument. This request is hereby denied because the record, exceptions, and briefs adequately present the issues and the positions of the parties.

and Statements of Procedure, Series 8, as amended, revised January 1, 1965, which forbids employees of the Board from producing records and documents of the Agency without the written consent of the Board or the General Counsel. The Court there held that the Board was not entitled to rely solely upon such a provision in the Rules as justification for the withholding of relevant material to the production of which the party requesting it would otherwise be entitled. In the present case, Counsel for the General Counsel in both of his petitions to revoke specifically asserted the immateriality and irrelevancy of the evidence sought to be adduced, and, as to the items which the Trial Examiner did not require to be produced, we are convinced that Counsel for the General Counsel's objections to the irrelevancy and the immateriality of these items are well taken.

Likewise, in contrast with the *General Engineering* case, here the Trial Examiner in his rulings did not rely upon the Board Rule mentioned above. Thus, although the General Counsel in his letter of March 8, 1963, to the Respondent denied permission to representatives of the Board in New Orleans to produce any of the items listed in the *subpoenas duces tecum,* the Trial Examiner did require the production of many of the items listed in both subpoenas and they were in fact produced at the hearing. During the hearing, the Trial Examiner exhibited concern lest the Respondent be prejudiced in its cross-examination of witnesses by the General Counsel's withholding of documents under a strict interpretation of Section 102.118 of the Rules. For this reason, the Trial Examiner required the General Counsel to produce material, including affidavits, from files containing information about the claimants without regard to whether or not the claimants were called to testify. In this respect,

the Trial Examiner expressed the view that the Board's general procedural rules were not designed to cover backpay proceedings, and his conduct of the hearing was consistent with this view.

We find that the Trial Examiner's rulings with respect to the production of material sought by Respondent in its two requests for *subpoenas duces tecum* were in fact consistent with, if indeed they did not exceed the requirements of, the policy underlined by the Court in the *General Engineering* case. We are convinced, however, that insofar as the Respondent's subpoenas sought disclosure of analysis memoranda and similar memoranda and reports prepared by various agents for the Board or General Counsel in the course of their investigation of the case, the subpoenas went too far, for to have required such production would have violated rights of privacy in the "work product" of such agents under the doctrine of *Hickman* v. *Taylor,* 329 U.S. 495, 507–514. The Trial Examiner did not require the production of such material and we affirm his ruling in this respect.

2. We adopt the Trial Examiner's finding in his Preliminary Intermediate Report that Respondent had an obligation to reinstate all unfair labor practice strikers upon their unconditional application to return to work. As more fully detailed in the Preliminary Intermediate Report, Respondent contended that the Board's Order was "prospective" and that no finding of a violation of that Order can be based upon applications for reinstatement which preceded the Order itself. Hence, Respondent argues, it was under no duty to reinstate any of the employees here involved because none of them applied for, and were refused, reinstatement after the Board entered its original Order on February 13, 1956.

The Board's Order is in its usual form and is clearly drawn and intended to include a requirement for reinstatement and backpay for those employees who might already have made proper application for reinstatement at the time of the issuance of the Order. The well-established rule of law is that stated by the Court of Appeals for the Fifth Circuit in its decision granting enforcement of the Board's order, as follows: [6]

> For once the strike is an unfair labor strike, . . . or becomes such . . . the employer is compelled under the Act *to reinstate* the strikers upon application. . . . [Emphasis supplied.]

Accordingly, in agreement with the Trial Examiner and for the reasons more fully set forth in his Preliminary Intermediate Report, we find that the Board Order was retrospective in operation and required the Respondent to reemploy those employees making proper application for reinstatement, including those who made such application prior to the issuance of the Board Order.

3. Respondent contended at the hearing that its good-faith belief that some employees were guilty of serious acts of misconduct during the strike justified Respondent's refusal to reinstate them upon application. In reply to this contention, the Trail Examiner held that "[i]t is the nature and seriousness of the employees' conduct rather than the [Respondent's] belief in this regard which is determinative." In *Burnup and Sims. Inc.*,[7] the Supreme Court held that an employer's honest belief was not a defense if it affirmatively appeared that such misconduct did not in fact occur. And as more fully detailed in the Trial Examiner's Supplemental Decision, misconduct of cer-

[6] Page 598 of the Court's opinion cited at footnote 2, *supra*.
[7] 379 U.S. 21.

tain employees was not affirmatively proved in this case.

4. We find no merit in Respondent's exception to the Trial Examiner's failure to find that certain employees were guilty of misconduct during the strike. In support of its defense at the hearing, Respondent sought to introduce a 1954 judgment of a State Court which "temporarily restrained, prohibited and enjoined" the several persons named therein, including some of the claimants herein, from engaging in various and sundry acts, such as picketing respondent's premises, loitering in the vicinity of Respondent's plants and strike headquarters. The judgment also enjoined those persons named therein from, *inter alia*, engaging in threats to assault or molest employees. The Trial Examiner ruled that the judgment was not properly admissable as evidence because it fails to indicate what specific acts of misconduct are charged to any of the individuals named therein. We have examined this exhibit and, in agreement with the Trial Examiner, we find that it has no probative value because it does not attribute any specific act of misconduct to any specific individual and thus offers no assistance to us in assessing whether the acts of misconduct engaged in by any of the individuals were of sufficient gravity to warrant denial to them of reinstatement and backpay.[8]

5. The following corrections, additions, and modifi-

[8] And, in any event, assuming that the judgment was free of the inherent defects mentioned above and was otherwise material and competent, it could nevertheless not in itself control our determination of whether or not the named claimants are entitled to reinstatement and backpay. *Ferrell-Hicks Chevrolet, Inc.*, 149 NLRB No. 130, footnote 8 of the Intermediate Report and cases therein.

cations[9] are made in the Trial Examiner's findings as to individual employees.

Rose Marie Hicks

The General Counsel excepted to the Trial Examiner's award of backpay to Rose Marie Hicks for the second quarter of 1956 in the amount of $36.44. As the General Counsel notes, and we agree, the Social Security records indicate that Hicks earned an additional $88.00 during that quarter which is not reflected in her interim earnings listed by the Trial Examiner in the Appendix. Accordingly, as Hicks' total interim earnings during that period exceed the wages she would have earned if reinstated by Respondent, we shall reduce her net backpay in the amount of $36.44. Thus, the correct amount of net backpay due to Hicks is $3,519.31.

Noel Martin

We find merit, in part, in Respondent's exceptions to the Trial Examiner's award of backpay to Martin. We agree with the Trial Examiner's finding that Martin applied for reinstatement at Respondent's plant in December 1954.[10] Contrary to the Trial Examiner, however, we find that Martin is eligible for backpay only up to the beginning of 1959. Martin testified that he began to work as an apprentice bricklayer

[9] We agree with the Trial Examiner's computation and award of backpay to Shirley Edgerson. However, we find it unnecessary to pass upon, and do not adopt, the Trial Examiner's comments in Edgerson's case relating to computation by the projection forward of interim earnings during a period after she had quit a job, probably without justification.

[10] At about this same time, which was some 4 months before the end of the strike, Martin made application at one other sewing factory for work. Thereafter, apart from his pursuit of the trade of bricklaying, he made no other search for employment.

for $.75 per hour in August 1954. Four years later he completed his apprenticeship and became a "full fledged" bricklayer and began to earn the journeyman rate of $3.00 per hour. He considers himself a bricklayer since he has learned the trade, and he intends to earn his living at that trade. In view of these facts, we reject the Trial Examiner's award of backpay to Martin from 1959, when he completed his apprenticeship and achieved journeyman status, through the remainder of the backpay period covered by these proceedings. Accordingly, Martin's net backpay is reduced to $948.47.

Dorothy B. Rubit

We agree with the Trial Examiner's finding that Dorothy B. Rubit was not properly reinstated and is entitled to backpay. However, we find merit in that part of Respondent's exception which relates to the award of backpay for the second quarter of 1961. Rubit testified that she began training as a practical nurse by going to school from October 1959 until December 1960.[11] Upon completion of her training, she became a "qualified graduate practical nurse" and since January 1961 she has been steadily employed only as a practical nurse, and desires to continue in that line of work. Under these circumstances, we find that Rubit removed herself from the sewing factory labor market upon the completion of her training in December 1960.

Accordingly, we shall disallow her claim for backpay for the second quarter of 1961. Thus, her net backpay award is reduced to $3,035.92.

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[11] The General Counsel made no claim for backpay during this training period.

Dorothy P. Rubit

We find merit in Respondent's exception to the Trial Examiner's award of backpay to Dorothy P. Rubit. Rubit testified at one point that she applied for work at another sewing factory during the backpay period. However, at another point she testified that she was not sure whether she applied at the other plant during or after the strike. She did not look for other work, except at Respondent's plant. We find that her testimony, which at best is inconsistent, is insufficient to warrant a finding that she was dilligent in her search for work during the backpay period. Accordingly, we find that she incurred a willful loss of earnings and is not entitled to any backpay.

Mignonette Thomas

We find merit in Respondent's exceptions to the Trial Examiner's award of backpay to Thomas for the first two quarters of 1956. We affirm, however, his finding that Thomas was entitled to backpay from August 5, 1955, to December 31, 1955.

The General Counsel concedes and the record shows that because of an illness requiring surgery, Thomas was not available for work and did not look for work during the entire first quarter of 1956 and up to June 1, 1956, of the second quarter.

We find therefore that Thomas is not entitled to backpay for the first and second quarters of 1956. Accordingly, her backpay is reduced to $608.37.

Herbert Lotten

We find merit, in part, in Respondent's exceptions to the Trial Examiner's finding with respect to Lotten. The record shows that Lotten secured a job in a cleaning business owned by his father-in-law sometime during the strike and continued at this job throughout the entire backpay period. In a conversa-

tion with Lotten, apparently before the end of the strike, Batiste, a good friend and his supervisor, asked Lotten if he was interested in returning to his old job. Lotten refused because he was satisfied with his job. Shortly thereafter, Lotten became dissatisfied, because he had a disagreement with his father-in-law, and asked to be reinstated; and in November 1955, he filed an application with Respondent but he was not reinstated. According to Lotten's own testimony, he informed Batiste, sometime after the end of the strike, that he had patched things up with his father-in-law and was not then interested in having his old job back. Respondent introduced into evidence a memorandum indicating that Lotten had been sent for in June 1957 but he told Batiste that he was not interested—that he was working for his father-in-law. In view of Lotten's admission that he rejected an offer of reinstatement after the strike was over, a fact which is corroborated by Respondent's memorandum, and there being no other evidence to fix the date of such refusal, we find that Lotten's backpay should be terminated in June 1957. Accordingly, we find that Lotten is entitled to backpay only for the first, second, and third quarters of 1956 and the second quarter of 1957 in the total amount of $153.05.

Bessie Montgomery

We agree with the Trial Examiner's finding that Montgomery willfully incurred a loss of earnings by quitting a job in the second quarter of 1959, and that this continued until she renewed her search for work in the second quarter of 1960. However, in his conclusion, the Trial Examiner stated that "no willful loss of earnings has been proven." We hereby correct this inadvertent error.

We agree with the Trial Examiner's finding that Montgomery is entitled to backpay in the amount of $1,152.82.

Marjorie Walker

We overrule Respondent's exception to the Trial Examiner's award of backpay to Walker for the following reasons. The Specification alleged, and Respondent conceded, that Walker applied for reinstatement on March 22, 1955. In its amended answer, Respondent contended that it did not reinstate Walker because she failed to apply *after* the strike. The Trial Examiner found, and we agree, that a reinstatement application made by an unfair labor practice striker during the strike creates an obligation upon Respondent which can be terminated only by an unconditional offer of reinstatement. The Respondent further contended, however, that Walker had left its employ prior to the beginning of the strike. Walker testified that because she was pregnant, her last employment with Respondent was "approximately 2 or 3 weeks" before the strike. Prior to her leaving, she discussed the possibility of returning to work after her baby was born with the lady who "was over" her. Her baby was born in May 1954. About 6 weeks after her baby was born, she went on picket duty with the Union, outside of Respondent's plant. The record shows a general pattern among the female employees of leaving Respondent's employ because of pregnancy, illness, etc., and later returning to work. It is therefore clear, under the circumstances, that Walker remained an employee of the Respondent and is entitled to backpay in this proceeding. Moreover, Respondent's contention, raised for the first time in its exceptions to the Trial Examiner's Supplemental Decision, that Walker was not working for Respondent at the time of the strike is

without merit as it was not alleged in Respondent's amended answer as a defense. Accordingly, we find that Walker was an employee of the Respondent who became a striker and is entitled to reinstatement. She is entitled to backpay in the amount of $2,639.56 as found by the Trial Examiner.

Bessie Brown (Harris)

We agree with the Trial Examiner's finding that Brown is entitled to backpay. We find merit, however, in the General Counsel's exception to the Trial Examiner's failure to award backpay to Brown for the third quarter of 1955 after finding that her backpay period ended on July 18, 1955. The General Counsel alleges that Brown is entitled to an additional sum in the amount of $58.56, for the period from July 1 to July 18, 1955. This appears to be an inadvertent error by the Trial Examiner and accordingly Brown's backpay is increased by that amount. We find that the total backpay due her is $124.88.

Marguerite Head
Audrey Zeno

We find merit in the General Counsel's exceptions to the Trial Examiner's refusal to allow amendments to the Specification to extend the backpay period for Head and Zeno. The Specification alleged that Head was offered reinstatement on May 15, 1955, and that Zeno was offered reinstatement on June 9, 1955. In its amended answer, Respondent admitted that reinstatement was offered on July 18, 1955, and July 12, 1955, to Head and Zeno, respectively. The cases of these two claimants are distinguishable from other cases discussed by the Trial Examiner in his Supplemental Decision wherein he refused to allow either party to amend, because, unlike other motions to amend the Specification, the present motion is based upon the

written admission of the Respondent. We shall therefore amend their schedule to reflect the total backpay due for the period from April 14, 1955, to July 18, 1955, for Head and from April 14, 1955, to July 12, 1955, for Zeno, in the following tables.

Marguerite Head's Backpay

Year	Period	Quarter	Gross Backpay [1]	Interim Earnings	Net Backpay
1955	Apr. 14, 1955 to June 30, 1955	II	$312.47	0	$312.47
1955	Bonus	II	23.61		23.61
1955	July 1, 1955 to July 18, 1955	III	66.99	0	66.99
Total 1955					403.07

Audrey Zeno's Backpay

1955	Apr. 14, 1955 to June 30, 1955	II	$312.47	$58.86	$253.61
1955	Bonus	II	23.61		23.61
1955	July 1, 1955 to July 12, 1955	III	42.55	34.86	7.69
Total 1955					284.91

[1] The 6 percent adjustment computed by the Trial Examiner is included in our computation of gross backpay.

Accordingly, we find that Head and Zeno are entitled to $403.07 and $284.91, respectively.

Genevieve Green (Hilliard)

We find merit in the General Counsel's exception to the Trial Examiner's failure to award backpay to Green for the fourth quarter of 1955. The Trial Examiner found, and we agree, that Green made application and was refused reinstatement on November 9, 1955, and that her backpay period began on November 17, 1955. The Trial Examiner also found that Green searched unsuccessfully for work during the remainder of this quarter but he failed to include this period in computing net backpay. Accordingly, we shall amend her schedule to include backpay for the fourth quarter of 1955.

The Specification indicates that if Green was reinstated and had continued to work for the remainder

of the quarter, her earnings would have been according to the following computation:

Genevieve Green's (Hilliard) Backpay

Year	Period	Quarter	Gross Backpay [2]	Interim Earnings	Net Backpay
1955	Nov. 17, 1955 to Dec. 31, 1955	IV	$192.03	0	$192.03

[2] The 6 percent adjustment recommended by the Trial Examiner is included in our recomputation of gross backpay.

Accordingly, we find that Green is entitled to an additional $192.03, which, added to the $79.25 for the second quarter of 1956, amounts to $271.28 in backpay.

Marietta Newman

We find merit in the General Counsel's exception to the Trial Examiner's failure to award backpay to Newman from July 1, 1957, to July 20, 1957. The Trial Examiner found, and we agree, that Newman was employed as a nurse from October 1955 until July 20, 1957. During this period, she worked 3 days per week at $6.00 a day. The Specification indicates that had she worked for Respondent during this 3-week period in July 1957, she would have earned $101.70. Her interim earnings of $54.00 deducted from what she would have earned if reinstated by the Respondent entitled her to an additional amount of $47.70 in backpay. Accordingly, we find that Newman is entitled to $1,614.00 in backpay.

Eunice Johnson

We find merit in the Union's exception to the Trial Examiner's failure to award backpay to Johnson for the first quarter of 1960. We do, however, concur in the Trial Examiner's remaining findings with respect to Johnson.

In his brief to the Trial Examiner, the General Counsel requested that backpay be eliminated for a "period when [Johnson] was unable to work because

of her mother's illness." The Trial Examiner interpreted this as a request to eliminate backpay for the entire first quarter of 1960. The record shows, however, that Johnson worked for one employer for the first 2 months of this quarter before quitting because of illness in her family. However, the record further shows that Johnson was only idle for one week during this quarter before starting to work for another employer, where she remained employed until some time in the second quarter. The Social Security records indicate that for the first quarter of 1960 she had interim earnings in the amount of $172.81 while working for both employers.

We note that several other claimants in the same category as Johnson would have earned $470.56, including the 6 percent adjustment, during this quarter if they had been reinstated by Respondent (see numbers 101, 102, 116, and 149 in the Appendix to the Trial Examiner's Supplemental Decision). However, we find also that Johnson incurred a willful loss of earnings for 1 week by quitting one job during the quarter before being reemployed at another job for the remainder of the quarter. The Specification indicates that had she worked for Respondent during that week, she would have earned a total of $34.47, including the 6 percent adjustment computed by the Trial Examiner. Thus, we shall deduct that amount from the $470.65, leaving $440.09. Since we have found that her interim earnings amounted to $171.81, her net backpay for this period is $440.09 less $172.81, or $267.28. Accordingly, we shall add this amount to the $5,386.11, found by the Trial Examiner, making the total amount of backpay due $5,653.39.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, J. H. Rutter-Rex Manufacturing Company, Inc., its officers, agents, successors, and assigns, shall pay to the employees involved in this proceeding as net backpay the amounts, including interest from the date of the Trial Examiner's Supplemental Decision, but minus the tax withholding required by Federal and State laws, set forth opposite their names in the Appendix to the Trial Examiner's Supplemental Decision, except for the individuals named below who shall be paid the following amounts, set opposite their names.

Rose Marie Hicks	$3,519.31	Bessie Brown (Harris)	$124.80
Noel Martin	948.47	Marguerite Head	403.07
Dorothy B. Rubit	3,035.92	Audrey Zeno	284.91
Dorothy P. Rubit	None	Genevieve Green (Hilliard)	271.28
Mignonette Thomas	608.37	Marietta Newman	1,614.00
Herbert Lotten	153.05	Eunice Johnson	5,653.30

With respect to those employees whose backpay was still accruing, as found by the Trial Examiner in his Supplemental Decision, payment to them of the net amount found to be due and accruing constitutes satisfaction of Respondent's obligation only up to June 24, 1961, which is the end of the period covered by the Specification.

Dated, Washington, D.C.

FRANK W. MCCULLOCH,
Chairman,

JOHN H. FANNING,
Member,

HOWARD JENKINS, JR.,
Member,

[SEAL] *National Labor Relations Board.*

United States of America
Before the National Labor Relations Board
Division of Trial Examiners
Washington, D.C.

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.
and
AMALGAMATED CLOTHING WORKERS OF AMERICA,
Cases Nos. 15–CA–721, 15–CA–723 AFL–CIO

John H. Hector, Edward A. Champagne, and *Louis A. Fuselier,* of New Orleans, La., for the General Counsel.

Brown, Herman, Scott & Young, of Fort Worth, Tex., and *Montgomery, Barnett, Brown and Read,* of New Orleans, La., by *Henry J. Read* and *Peter H. Beer,* for the Repondent.

Ralph N. Jackson, of New Orleans, La., for the Amalgamated Clothing Workers of America, AFL–CIO.

Before: *Owsley Vose,* Trial Examiner.

PRELIMINARY INTERMEDIATE REPORT AND ORDER IN BACKPAY PROCEEDING

Statement of the Proceedings

The National Labor Relations Board on February 13, 1956, issued its Decision and Order directing, *inter alia,* the Respondent, J. H. Rutter-Rex Manufacturing Company, Inc., upon application, to offer immediate and full reinstatement to their former or substantially equivalent positions to all those employees who went out on strike on April 21, 1954, or thereafter, without prejudice to their seniority or other rights and privileges, dismissing if necessary all persons hired on or after that date, and to make such

applicants whole for any loss of pay suffered during the period from 5 days after the date of their applications for reinstatement, to the date of the Respondent's offer of reinstatement. The United States Court of Appeals for the Fifth Circuit rendered its opinion enforcing the Board's Order on June 10, 1957 (245 F. 2d 594), and on August 19, 1957, entered its Decree in conformity therewith.

Thereafter, on November 16, 1961, the Board, by its Regional Director at New Orleans, issued a Backpay Specification setting forth the specific amounts of gross and net backpay due each of 207 striking employees who allegedly had applied for reinstatement, and notifying the Respondent that a hearing was scheduled to be held on January 29, 1962, and further notifying the Respondent of its right to file an answer to the Specification within 15 days pursuant to Section 102.54 of the Board's Rules and Regulations.

After obtaining an extension of time for filing its answer until January 4, 1962, the Respondent, on December 30, 1961, filed an *ex parte* application with the Court of Appeals for the Fifth Circuit to enjoin the Board from conducting this backpay proceeding because of its delays in the matter. The Court, after issuing an order temporarily staying the proceedings, on July 19, 1962, issued its opinion declining permanently to stay these proceedings. On August 28, 1962, the Court, in conformity with its opinion, issued its decree dissolving the temporary stay of the proceedings previously issued by it and denying Respondent's motion for a permanent stay.

Thereafter, on September 4, 1962, the Respondent filed an answer to the Backpay Specification. On September 20, 1962, the Regional Director issued an order rescheduling the hearing for November 13, 1962. On October 3, 1962, counsel for the General Counsel filed

with the Regional Director a Motion to Strike the Respondent's Answer to Backpay Specification and for Judgment on the Pleadings. The aforesaid Motion was referred to the undersigned Trial Examiner for ruling. After considering the aforesaid Motion, the General Counsel's Argument in support thereof dated October 29, 1962, and the Respondent's Opposition thereto dated October 30, 1962, the undersigned Trial Examiner on November 5, 1962, issued his opinion and order granting the General Counsel's Motion to Strike the Respondent's answer in substantial part, with leave to the Respondent to file an amended answer at a date later to be set by the Trial Examiner, and notifying the parties that the hearing scheduled for November 13, 1962, would be confined to the issue of the method of computation to be used in computing the amount, if any, of backpay due in this case, and related preliminary issues of law and fact.

The proceeding was heard in New Orleans on November 13–16, 1962. Evidence was received from all parties on the issue of the method of computation to be used in this case. At the hearing the parties were invited to submit suggestions as to the appropriate procedure to be followed thereafter in the case in resolving the extremely numerous factual issues involved herein. After the hearing, which was participated in by all parties, the Respondent on December 10, 1962, filed a memorandum in which it opposed the method of computation adopted in the Backpay Specification. The General Counsel filed a memorandum supporting the Specification on December 21, 1962, and the Amalgamated Clothing Workers of America, AFL–CIO, filed a memorandum on December 26, 1962.

I. The Questions Involved

The first question to be decided in this proceeding is whether the Respondent has any obligation to reinstate the striking employees here involved, all of them allegedly having applied for reinstatement before the entry of the Board's Order herein, and none of them, so far as the record shows, having reapplied thereafter. The Respondent, asserting that the Board's Order is wholly prospective in operation, contends that this question should be answered in the negative.

The second question, assuming that the answer to the first question is in the affirmative, concerns the reasonableness of the method of computation used in the Backpay Specification. It is settled that in making backpay determinations, the Board may adopt formulas reasonably designed to produce an approximation of the amount of backpay due and that such formulas should be upheld unless arbitrary or unreasonable in the circumstances involved. *W. C. Nabors Co.*, 134 NLRB 1078, 1084–1085; *N.L.R.B.* v. *Ozark Hardwood Co.*, 282 F. 2d 1, 7 (C.A. 8); *N.L.R.B.* v. *Brown & Root, Inc.*, 52 LRRM 2115, 2117–2118, decided January 4, 1963 (C.A. 8); *N.L.R.B.* v. *East Texas Steel Castings Co.*, 255 F. 2d 284 (C.A. 5). The Respondent, while not challenging the use of a reasonable formula, contends that the method contained in the Specification is unreasonable.

The Specification, in broad terms, adopts the average biweekly earnings of control groups of employees, selected primarily because they worked most of the time during the backpay period, as giving the measure of what the employees in the various classifications would have earned during each biweekly period in the backpay period. The Respondent does not object to the use of the average earnings of a control group of em-

ployees to provide the measure of the backpay due the striking employees here involved. As discussed more fully below, what the Respondent objects to is that the earnings of additional short-term employees were not taken into consideration in computing the average, and that the average is computed on a biweekly rather than an annual or a quarterly basis. The Respondent contends that the method of selecting the control groups used in the Specification resulted for the most part in the inclusion of only its better operators which has the effect of raising the average earnings. The Respondent asserts further that the biweekly method fails to reflect the extent that the average employee's annual earnings were reduced by absences of 2 weeks or more and thus overstates what the employees here involved actually would have earned in the Respondent's employ during the backpay period. The Respondent suggests as an alternative to the biweekly method of obtaining the averages that earnings be averaged on an annual basis or at least on a quarterly basis.

II. The Respondent's obligation to reinstate the striking employees with backpay

As indicated above, the Respondent contends that it is under no duty to reinstate any of the employees here involved for the reason that none of them was refused reinstatement after the entry of the Board's Order herein, which the Respondent asserts is wholly prospective in operation. As to some of the employees (an unspecified number), the Respondent asserts that it has additional grounds for claiming that it is not in disobedience of the reinstatement and backpay provisions of the Board's Order, such as that they failed to make bona fide applications for reinstatement or that they were in fact reinstated within a reasonable time after jobs became available. The Respondent as-

serts that if its contentions that none of the employees here involved is entitled to reinstatement are sustained, this will obviate the need for any further hearing to inquire into the specific amounts of backpay due individual employees. Accordingly, the Respondent requests that a further preliminary hearing be held on the question of the employees' entitlement to reinstatement.

The principal ground upon which the Respondent relies in support of its contention that it has fully satisfied its reinstatement and backpay obligation under the Board's Order is that the reinstatement and backpay provisions of the Board's Order are prospective in operation only, and that no finding of a violation of the Board's Order can be based upon "applications for reinstatement, which precede the order itself." [12] In other words, the Respondent is contending that any application for reinstatement made prior to the entry of the Board's on February 13, 1956, was premature and did not create any liability on its part to reinstate such an applicant. Since the Specification alleges that each of the employees here involved made application for reinstatement prior to February 13, 1956, this contention, if sustained would eliminate all backpay in this case.

I find no merit in this contention. It ignores the fundamental and long settled legal proposition that the Board, in the exercise of its power to remedy unfair labor practices, may require the discharge of employees hired to replace unfair labor practice strikers where necessary to make room for the stikers who apply for reinstatement. The Board is one of its early decisions involving, as here, a strike caused by a refusal to bargain, stated that it was providing for this

[12] This is a quotation from p. 20 of the Respondent's memorandum to the Trial Examiner.

remedy "In order to restore the status quo as it existed prior to the time the Respondent committed the unfair labor practices and in order to enable the processes of collective bargaining to function." *Black Diamond Steamship Corp.*, 3 NLRB 84, 93. The Court of Appeals for the Second Circuit affirmed, stating that "From the date of the Respondent's first unfair labor practice, its ordinary right to select its employees became vulnerable. Accordingly, it was proper for the Board to order it to discharge all engineers hired for the first time since December 14, 1936 [the date of the fist refusal to bargain]" *Black Diamond Steamship Corp.* v. *N.L.R.B.*, 94 F. 2d 875, 879, certiorari denied, 304 U.S. 579.

This decision makes it clear that the duty to reinstate, which flows from the Board's determination that the reinstatement of unfair labor practice strikers, upon application, is an appropriate means of remedying the unfair labor practice causing the strike, comes into being when the unfair labor practice is committed and continues until the unfair labor practice is remedied. Indeed, only by requiring the reinstatement of unfair labor practice strikers upon their giving up the strike and seeking to go back to work can the Board accomplish its objective in such situations of "restor[ing] the status quo" and enabl[ing] the process of collective bargaining to function."

Since the time of the *Black Diamond* decision the Board and the courts have uniformly upheld the right of unfair labor practice strikers to reinstatement, upon application, whether they apply before the entry of the Board's Order or not. See *Mastro Plastics Corp.* v. *N.L.R.B.*, 350 U.S. 270, 278 and cases cited in footnote 9 thereof. The decision of the Court of Appeals in the instant case when it was before the court upon the Board's petition or enforcement of its

order gave full recognition to this basic proposition when it stated (245 F. 2d 594), that "the employer is compelled under the Act, to reinstate strikers upon application even though it means discharging replacements hired during the strike." It would appear that an employer would not be under a duty to discharge replacements unless the unfair labor practice strikers had a right to reinstatement at the time the replacements were hired. This duty, as stated above, flows from the employer's duty to remedy the unfair labor practice causing the strike, and does not come into being upon the issuance of the Board's Order of reinstatement, as the Respondent argues.

The Respondent asserts that all the cases of which it is aware dealing with the reinstatement of unfair labor practice strikers involved allegations and findings of violations of Section 8(a)(3), and suggests that a different rule should apply in this case which involves reinstatement and backpay provisions which were ordered to remedy a refusal to bargain in violation of Section 8(a)(5).[13] The Respondent's distinction, in my opinion, is without merit. The underlying right to reinstatement of the strikers involved in all those cases stemmed from the fact that the Board has determined that the appropriate remedy in situations involving strikes caused by unfair labor practices is to require the reinstatement of the strikers, upon application. In none of the cases to which the Respondent refers were the Section 8(a)(3) violations established in the manner in which such allegations normally are,

[13] For a Board decision which makes it clear in a Section 8(a)(5) strike situation that the obligation to reinstate the strikers upon application antedates the entry of the Board's Order, see *Washingon Coca-Cola Bottling Works*, 122 NLRB 7, 8–9. See also *DuBois Chemicals, Inc.*, 140 NLRB No. 29, decided December 13, 1962.

i.e., by proving the antiunion motivation behind each refusal to reinstate. Rather, the only questions litigated were whether the strike was an unfair labor practice strike and whether the strikers had applied for, and had been denied, reinstatement. Thus, the reinstatement with backpay of the strikers involved in those cases was attributable not to the fact that they had been denied reinstatement for antiunion reasons, in violation of Section 8(a)(3), but to the circumstance that they had been forced out on strike by unfair labor practices and that their reinstatement was essential to remedy these unfair labor practices.[14] The fact that a violation of Section 8(a)(3) of the Act was found in these cases does not affect the applicability of this basic principle to this case. Such a finding was made in those cases only because the applications for reinstatement had been made prior to the hearing and the Board had an opportunity to pass upon the propriety of the applications. The Respondent will have an opportunity to present its remaining contentions concerning the validity of the employees' applications at the forthcoming hearing in this case. For the foregoing reasons I conclude that the absence of Section 8(a)(3) allegations in this case is immaterial and that the Respondent's contention that the Board's Order operates prospectively, only, must be rejected. The Respondent's request for a further preliminary hearing in this case is therefore denied.

[14] I have considered *Republic Steel Corp.* v. *N.L.R.B.*, 114 F. 2d 820, 821 (C.A. 3) and *N.L.R.B.* v. *Express Publishing Co.*, 312 U.S. 426, upon which the Respondent also relies, and concludes that neither of these decisions calls for a contrary result in this case.

III. The Reasonableness of the Board's Method of Computation

A. *Introductory statement*

The Backpay Specification states for each employee the various items involved in computing the net backpay due him. The principal item is gross backpay which is the term used to refer to the sum of money which an employee would normally have earned had he been on the Respondent's payroll during the backpay period. The backpay period is the period commencing 5 days after the employee made an unconditional application for reinstatement and continuing until the employee was offered reinstatement. The Specification alleges the dates on which each of the 207 employees here involved made an application for reinstatement. As of July 8, 1961, the end of the period covered by the Specification about 137 employees had been reinstated by the Respondent, and the rest had not. In this case gross backpay for each employee includes not only the sum of the average biweekly wage in the appropriate job classification for each biweekly period in the entire backpay period, determined as described below, but also, where applicable, such additional sums as an employee would have received under the Respondent's vacation bonus plan. Since the Respondent does not contest the method utilized by the Board to determine such bonus payments, this aspect of the computation will not be discussed further in this report.

Other items covered in the Specification are the employees' interim earnings from other employers or from self-employment during the backpay period and their unusual expenses incurred in obtaining and holding such interim employment. As set forth in the

Specification, interim earnings minus the unusual expenses incurred in obtaining and holding such employment constitute net interim earnings.

It should be noted that although the Specification contains figures as to the interim earnings of the employees here involved, the Respondent has the burden of proof with respect to interim earnings or any other items which go to mitigation of the amount of backpay due. The Board includes allegations concerning interim earnings in Backpay Specifications as a public service because of its belief that it is better equipped to ascertain such matters than the average employer or other person charged with unfair labor practices. But the Board, by including such allegations as to interim earnings in the Specification, does not assume any responsibility for establishing the fact that the employees had such earnings. It merely sets forth the results of its investigation of such matters for the benefit of the employer, and admits that the gross backpay due each employee may be reduced by the amount of the net interim earnings set forth for each employee in the Specification. See *N.L.R.B.* v. *Brown & Root, Inc.*, 52 LRRM 2115, 2120, decided January 4, 1963 (C.A. 8).

The final item covered in the Specification is net backpay, which is simply an arithmetical computation of the difference between an employee's gross backpay and his net interim earnings.

B. *The Board's Method of Computation* [15]

Explanation of the method of computation adopted in the Specification is necessarily somewhat complicated. It perhaps may best be understood if set out on a step-by-step basis. The first step taken was to divide

[15] For convenience, the method of computing backpay incorporated in the Specification is referred as the Board's method

the employees into five categories according to the operations performed by them immediately before the strike. The first four categories consist solely of male employees who are divided into separate groups according to their respective operations, as follows: (1) cutters, spreaders and clicking machine operators, (2) porters, (3) utility employees, and (4) truckdrivers, and warehouse utility employees. The fifth category of employees consists of female production employees which include the great bulk of the Respondent's employees. These are mainly sewing machine operators, pressers, etc. In the Specification, the same method of computation of the gross backpay was used for the seven employees in the first four groups. A slightly different method was used to compute the gross backpay of the employees in the fifth group.

As to the seven employees in the first four groups, the Board ascertained from the Respondent's records the average biweekly earnings of a control group of employees who were employed during the backpay period for 6 months or longer in each of the four operations or classifications involved. The resulting average biweekly earnings figure was taken as the measure of what the employees in each of these four classifications would have earned during each biweekly period in the backpay period.

As to the employees in Group 5, the female operators, the Specification adopted the average biweekly earnings of another control group of employees as giving the measure of what these employees would have earned during the same biweekly periods. The control group for this group consisted both of older

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of computation, although, in accordance with the usual procedure, the Specification was prepared by employees under the supervision of the General Counsel in the New Orleans Regional Office of the Board.

employees who worked for the Respondent, before, during, and after the strike (although not necessarily without interruption), called the incumbent group, and a second group consisting of employees who for the most part had not been on the Respondent's payroll before, called the replacement group. Included in the incumbent group were all employees who were employed by the Respondent during the first quarter of 1954 (before the strike), the third quarter of 1954 (during the strike), and the first quarter of 1961 (long after the strike). Included in the replacement group were all those hired by the Respondent between the time the strike began (April 21, 1954) and the end of 1955 and who were also working for the Respondent in the first quarter of 1961. The total control group which was used to ascertain the measure of backpay of the employees in Group 5 consisted of 95 incumbents and 64 replacements.

The Specification sets forth the wages received by each of the 159 employees in the control group during each of the biweekly pay periods in the backpay period. If any of these 159 employees did not work at all during a biweekly period they were excluded in determining the average weekly wage in that period. However, if any one of the 159 employees worked as much as an hour within the 2-week period, their wages were included in computing the average biweekly wage for that period. The total gross backpay for each of the employees in Group 5, as stated in the Specification, was the arithmetical total of the average biweekly wages for each biweekly period in the backpay period.

C. *The Respondent's Objections to the Board's Method of Computation; Its Alternate Proposals; Conclusions*

The Respondent raises various objections to the Board's method of computation, some of which are common to the employees in all five groups. The Respondent makes other objections which are applicable only to specific groups. Since Group 5 (the female operators) contains all but seven of the employees with whom we are here concerned, these objections, together with the objections which are common to all groups, will be considered first.

1. The Group 5 employees

As noted above, the Respondent contends that the Board's method of selecting the control group of employees to furnish the measure of what the Group 5 employees would have earned resulted in including only the most experienced and productive operators, and therefore the operators with the best earnings. As stated above, the Board included among the incumbents only those who were on the Respondent's payrolls during the first and third quarters of 1954 and the first quarter of 1961. The replacement portion of the control group included those who were hired between April 21, 1954, and December 31, 1955, and who were also on the payroll during the first quarter of 1961. While this method of selection resulted in long-term employees largely used to give the measure of gross backpay of the employees here involved, such a method was dictated by the law of the case. The Board, with court approval, has held that the striking employees are entitled to backpay commencing within 5 days after any refusal of their unconditional application for reinstatement and ending when they are

offered reinstatement. According to the allegations of the Specification, the applications of some 70 of the employees here involved have never been granted. Under the law, it is presumed as to all employees whose applications for reinstatement were turned down that they would have remained on the payroll for the entire backpay period since it was the Respondent's failure to remedy the unfair labor practices causing the strike which made it impossible to determine how long these employees would have remained on the Respondent's payroll. To furnish the fair measure of the earnings such employees would have had during the long backpay period it was therefore necessary to take the earnings of long-term employees into consideration.

Recognizing that among the employees here involved were a comparative few, about 20, who were learners and who only had a short period of employment with the Respondent before the strike, the Board included among the control group for the operators, the replacements—employees who, generally speaking, were new to the Respondent's employ—and whose earnings could be expected to lower the average of the entire control group. That this is in fact true is demonstrated by General Counsel's Exhibit 2 which is a graphic presentation of what the figures in the Specification show with respect to the average quarterly earnings of all the replacement and incumbent employees. This exhibit shows that the replacements consistently earned less than the incumbents throughout the backpay period, but that the gap in their earnings, which amounted to almost $100 per quarter at the start of the backpay period, steadily narrowed during the backpay period until at the end of the backpay period, the gap was between $20 and $25.

It is true, as the Respondent points out, that some of the operators included among the replacements were experienced employees who were not on the pre-strike payroll and who were rehired during the strike. However, as Compliance Officer Jones credibly testified, his examination of the Respondent's records showed that there were many more learners among the replacement group than there were among the striking employees here involved. In my opinion, the Specification adequately takes into account the fact that a small number of the employees here involved were relatively new employees at the time of the strike.

The Respondent's other principal objection to the Board's method of computation for the Group 5 operators is to the averaging of earnings on a biweekly basis. The Respondent asserts that this method of averaging earnings fails to reflect the extent to which a typical employee's annual earnings are reduced by absences of more than 2 weeks at a time. The Board's method takes into account absences of up to 2 weeks, for an employee is counted in computing the average if he had any earnings at all in a 2-week period. The low biweekly earnings set forth in the Specification for many employees, including one as low as 73 cents, shows that the Board's method fully takes into consideration absences of up to 2 weeks.

With regard to absences of 2 weeks or longer, Eugene J. Rutter, the president of the Respondent, testified that it would be the exceptional case where an employee worked for 5 or 6 years without interruptions. He testified further that it was common for the employment of the operators to be interrupted because of pregnancy, operations, illness, either their own or that of someone in their family, or because of business problems, such as leaving town to settle an estate. Ex-

amination of Appendix E–1 of the Specification which sets forth the earnings of the incumbents and replacements in each of the biweekly periods in the backpay period shows sufficient blanks for 1 or more biweekly periods (a blank reflects no earnings and therefore an absence) to confirm President Rutter's testimony that such absences are not uncommon.

The General Counsel points out that in Part III of the Specification dealing with net backpay, allowance has been made for absences longer than 2 weeks by excepting from the period for which backpay is claimed various periods of time during which the employee was unavailable for employment for various reasons, such as "attending school," "pregnant," "illness," and "vacation." Part III shows numerous excepted periods for reasons of pregnancy and illness. The General Counsel urges that these excepted periods adequately compensate for the failure of the biweekly method to take into consideration absences of more than 2 weeks at a time. This contention will be disposed of later, after the discussion of the Respondent's proposals as to a fair method of computing backpay in this case.

As an alternative to the biweekly method of computation adopted in the Specification, the Respondent in its memorandum proposes first that the earnings of all employees who worked for it any time during a year in the classifications included in Groups 1–5 should be averaged by classifications on an annual basis. The resulting figure for any given year would be taken as representing what the employees here involved in that particular classification would have earned during that year's portion of the backpay period. Alternatively, the Respondent proposes that the earnings of all the employees in the particular classification involved be averaged on a quarterly basis.

The Respondent shows that checks of its records disclose considerable disparity between the figures reached using the Board's method of computation and those reached under its annual or quarterly methods of computation. One check made for the year 1956, revealed annual average earnings of $1,491.47 as compared with $1,788.36 under the Board's biweekly basis, including sums for the vacation bonus. The Respondent checked the average earnings of all its operators by quarters and found with respect to the 3rd quarter of 1955, an average of $340.31 as compared with the figure of $410 which was reached by the Board using its biweekly method of computation. For the 3rd quarter of 1957, the Respondent's figure reached by averaging the quarterly earnings of all the employees who did any work during the quarter was $391.63. The Board's comparable figure was $449.21.

It thus appears that there is a considerable difference in the results between the figures reached using the Board's biweekly method and the figures obtained by using the Respondent's annual or quarterly methods. However, in view of the facts set forth below I do not believe that either of the Respondent's proposed methods give the fair measure of the gross backpay due the employees here involved. As President Rutter testified, because of "turnover, discharges, quits, leaves of absence" it is necessary for the Respondent regularly to hire new employees and rehire former employees. Otherwise according to Rutter, "your factory will dwindle; you just won't make the production you are supposed to make for the number of machines you have." To solve this problem, the Respondent operates a training program continuously, and all employees hired, except those having previous experience in its factory, are put through this training program. In the training period, the Respondent culls out a number

of newly hired employees who are unable to make satisfactory progress in the training program. Under the Respondent's proposed annual method of computation the annual earnings of these culled out employees, and also of those who quit the Respondent's employ after working only a short time, are included in computing the annual average earnings. In addition, although the Respondent because of turnover may have to hire as many as three or even more employees in the course of a year to keep one sewing machine regularly in operation, the part-year earnings of all three employees are included as full year earnings of each employee under the Respondent's proposed annual average formula.

Since the problem in this proceeding is to ascertain the measure of earnings of employees who presumably worked as steadily as the Respondent's regular employees customarily worked during the various years of the backpay period, there is no reason whatever to take into consideration in the part-year earnings of the numerous employees who are called out or quit during the training period or who quit for any other reason during the year. Nor is there logical basis to include in computing the annual average the part-year earnings of all those hired to replace the employees who are discharged or quit during the year. The inclusion in the average of the part-year earnings of all such employees, some of whom worked only a few weeks during the year, greatly reduces the annual average, and the result is not at all representative of what the employees here involved would have earned each year during the backpay period. For these reasons I conclude that the annual basis of computation proposed by the Respondent does not give a fair measure of what the employees here involved would

have earned during the backpay period. Accordingly, this proposal is rejected.

The Respondent's proposed quarterly earnings method of computation is subject to the same defects as its annual earnings proposal except to a much lesser degree. However, in my opinion, these defects result in a sufficiently serious understatement of the earnings of the employees here involved to preclude the acceptance of this method of computation. As indicated above, it is not an infrequent occurrence for employees to leave the Respondent's employ after working a week or two. As President Rutter testified, in a plant the size of Respondent's it is impossible to hire a sufficient number of experienced employees to make up for normal turnover. Consequently, it regularly has to hire persons without experience who may or may not develop into experienced operators in its training program. The inclusion in the quarterly average of the earnings of employes who are culled out or quit after working but a week or two in a quarter is bound to pull down the average to an extent where it cannot be said to be fairly representative of the earnings of a group who are presumed to work throughout the quarter. For this reason, I am impelled to reject the Respondent's quarterly earnings proposal.

However, I am not satisfied that the Board's biweekly method of computation, although it reflects absences of less than 2 weeks and also longer absences because of pregnancy etc., fully takes into consideration all of the absences that a typical employee has during a normal year. The Respondent points out in its memorandum, and the General Counsel does not challenge this assertion, that 80 percent of the 159 of the incumbent and replacement employees used as the control group for the operators in Group 5 earned less in the backpay period than the sum which is the total of the

biweekly figures for each of the 2-week periods covered in the Specification. Since the Specification itself shows that absences of 3 or 4 weeks are not uncommon,[16] it appears that the failure of the earnings of this high percentage of the employees in the control group for the operators to come up to the total indicated in the Specification may be due to the failure of the biweekly formula used by the Board fully to reflect the normal incidence of absences longer than 2 weeks.

While the General Councel in the course of his investigation has endeavored to uncover all periods of unavailability for employment for all of the employees here involved, where the investigation is carried on 5 or 6 years after the event, employees are very likely to be unable to recall all of the periods during which they were unavailable for employment. No excepted periods of employment appear in the Specification for slightly over half of the employees who allegedly have never been offered reinstatement. The further fact that, with a very few exceptions, pregnancies and illness were the only reasons given in the Specification for excepted periods of employment also tends to confirm my conclusion that the General Counsel, despite his best efforts, probably has been unable to uncover

[16] While the Specification also shows that certain employees did not appear on the payroll for periods ranging from 2 weeks to well over a year, on the present record I cannot assume as to employees who did not appear on the payroll for periods longer than 3 months that they were on a leave of absence. It is more likely that the failure of such employees to appear on the payroll was the result of their quitting the Respondent's employ, and that their reappearance on the payroll was due to the Respondent's rehiring of them. The 3 months' dividing line is based upon my conclusion that 3 months is the maximum period that employees of the economic level of the Respondent's operators are likely to take off from work due to pregnancy.

all of the periods of unavailability which should have been excepted.

Another factor which causes me to question whether the Board's biweekly formula fully takes into account absences of more than 2 weeks is the testimony of Compliance Officer Jones concerning the results of a comparison which he made for the last two quarters of 1955 between the average actual quarterly earnings of strikers after they had returned to work and the figure given in the Specification as the measure of backpay for strikers during these periods. The comparison was made for the operators in Group 5 only, and for the purpose of making the comparison the General Counsel included the earnings of the employees who worked throughout the respective quarters. These comparisons showed that for the 3rd quarter of 1955 the average earnings of 48 returned strikers was $375.68. The comparable figure given in the Specification for the gross backpay during that quarter was $410. Thus it appears that the figure for the gross backpay given in the Specification overstates the actual earnings of the 48 returned strikers who worked throughout the quarter by about 9 percent. In the 4th quarter of 1955, 79 returned strikers worked throughout the quarter. Their average earnings during this quarter were $323.71. The gross backpay stated in the Specification for that quarter is $355.05. According to my arithmetic, the gross backpay figure contained in the Specification overstates the actual earnings of these 79 returned strikers by 3.5 percent.

Under all the circumstances I am convinced that some adjustment in the Backpay Specification is necessary to compensate for the fact that the biweekly method of computation used in the Specification, although it takes into consideration some absences, does not fully reflect the extent of absences

longer than 2 weeks. The question remains as to the extent of an adjustment which would be fair to all concerned.

The comparisons made by Compliance Officer Jones indicate that for the last two quarters of 1955 the Board's biweekly method of computation overstates actual earnings of 9 percent and 3.5 percent, respectively. The Repondent's comparisons between the total quarterly earnings of the employees in the control group for the operators (the incumbents and the replacements) computed on the biweekly basis adopted in the Specification and the average quarterly earnings of all the employees who did any work during the quarter show a larger variation.[17] The figures stated on page 9 with respect to the earnings for the 3rd quarters of 1955 and 1957 show, according to my calculations, that the Board's biweekly method results in a figure 20 percent higher for the 3rd quarter of 1955, and about 10 percent higher for the 3rd quarter of 1957, than when the Respondent's quarterly method is used.

However, I have found that the Respondent's quarterly method does not give the fair measure of the backpay to which the employees here involved are entitled to because it understates the earnings of employees who worked with normal regularity during the backpay period. In view of this fact and the further fact that the Specification takes into account longer absences because of pregnancy and illness, etc., I cannot accept the Respondent's suggestion that the Board's biweekly method of computation is high by about 20 percent.

[17] The Respondent in its memorandum offers other comparisons based upon facts not of record in this proceeding. I have limited my consideration to the facts which are in the record in this case.

The comparisons made by Compliance Officer Jones indicate that for the last two quarters of 1955 the Board's biweekly method of computation overstates actual earnings by 9 percent and 3.5 percent, respectively, in these quarters. President Rutter testified that normal absenteeism in the plant averaged approximately 1 day per employee per month. Assuming that there are 22 working days per month, this would suggest that employees were absent 4.5 percent of the time each month on an average.

Upon consideration of all the evidence adduced in this case, I conclude that an adjustment factor of 6 percent fairly reflects the extent to which the Board's method of computation overstates the gross backpay due because it fails fully to reflect the absences which a typical employee has in a normal year. Accordingly, it will be directed that in computing the net backpay of each of the employees in Group 5 (operators), the figures appearing in the total gross column shall each be reduced by 6 percent.[18]

---

[18] This determination, in effect, settles the question of the extent to which the employees here involved would have been absent during the backpay period (in addition to the extent taken into consideration in the Specification). Accordingly, it will not be pertinent hereinafter to inquire into actual additional periods of unavailability for employment on the part of the employees here involved. By not objecting to the use of some formula, the Respondent is in effect agreeing that proof of unavailability with respect to specific employees is inadmissible. Such unavailability in individual cases is necessarily subsumed in the use of the formula. The only alternative would be to abandon the formula and put the Respondent to its proof in each case. See *N.L.R.B.* v. *Brown & Root, Inc.*, 52 LRRM 2115, 2120, decided January 4, 1963 (C.A. 8).

2. The employees in Groups 1–4

The Respondent asserts that by including in the control groups for the employees in Groups 1–4 only employees who had worked for the Respondent 6 months or longer the Board computed its average on the basis of the most experienced and capable employees in the four groups, thus raising the average. However, six out of the seven employees in Groups 1–4 had more than 6 months' experience, and, in view of the length of the backpay period, any overstatement of the seventh employee's earnings would be very slight, indeed.

With respect to the four employees in Group 1, the Respondent contends that the Board improperly lumped cutters, clicking machine operators, and spreaders in one group. It appears, however, that this grouping worked to the Respondent's advantage. Three of the four employees in this group, Breaud, Cerf, and Lewis, were in a high pay category, each being paid at the rate of $1.45 per hour the last week before the strike, and the fourth, Lotten, was being paid at the rate of $1.23 per hour. Since more than one-third of the employees in the control group for the cutters and clicking machine operators were lower paid employees, the inclusion of their wages in the average would tend to lower the biweekly average used as the measure of the biweekly earnings of the three high-pay employees.

The Respondent argues with respect to the one employee in Group 4, Freddie Harris, that it is inequitable to take as the measure of his gross backpay the average earnings of those in both the truckdrivers and warehouse utility employees categories for the reason that the pay of the former is considerably higher than that of the latter. Since there does appear

to be more than a 25-percent differential between the rates of the lower paid employees and the two higher paid employees who make up the control group for Freddies Harris, the Respondent's point is well taken, assuming, of course, that the Respondent establishes at the forthcoming hearing that Freddie Harris at the time of the strike was in the warehouse utility employee category rather than that of truckdriver. If this is properly established, the earnings of Ernest Cooley appearing on Appendix D–1 of the Specification will be taken as the measure of Harris' gross backpay, rather than the combined earnings of Cooley, Bayard and Woodard (see p. 58 of the Specification).

3. Conclusions

For the reasons stated above, I conclude that the method of computation used in the Board's Backpay Specification herein is a reasonable one under all the circumstances of the case, subject to the modification stated in the Order below.

ORDER

1. The method of computation adopted in the Backpay Specification heretofore issued herein is hereby approved subject to the modification that as to each of employees in Group 5, the figures in the total gross column shall each be reduced by 6 percent.

2. As previously notified, the Respondent, within 5 days from the receipt of this Preliminary Intermediate Report and Order, shall file an answer to the Backpay Specification, as provided in Sec. 102.54 of the Board's Rules and Regulations, Series 8 as amended.

Dated at Washington, D.C.

OWSLEY VOSE,
Trial Examiner.

United States of America
Before The National Labor Relations Board
Division of Trial Examiners
Washington, D.C.

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.
and
AMALGAMATED CLOTHING WORKERS OF AMERICA,
AFL-CIO

Cases Nos. 15-CA-721, 15-CA-723

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Rose Richardson
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Ada Sanders (Newsom)
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Rebecca Seaton
Clara Shelton (Patterson)
Lillie Mae Simpson
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TXD–212–64
New Orleans, La.

United States of America
Before the National Labor Relations Board
Division of Trial Examiners
Washington, D.C.

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.
and
AMALGAMATED CLOTHING WORKERS OF AMERICA, AFL–CIO

Cases Nos. 15–CA–721, 15–CA–723

John Hobart Hector and *Edward A. Champagne,* of New Orleans, La., for the General Counsel.

Henry J. Read and *Peter H. Beer* of *Montgomery, Barnett, Brown & Read,* of New Orleans, La., and *Brown, Herman, Scott & Young* of Ft. Worth, Tex., for the Respondent.

Ralph N. Jackson, M. G. Rossi and John Ormond, of New Orleans, La., and *James J. Grahm and Jacob Sheinkman,* of New York, N.Y., for the Amalgamated.

Before: *Owsley Vose,* Trial Examiner.

TRIAL EXAMINER'S SUPPLEMENTAL DECISION IN BACKPAY PROCEEDING [19]

STATEMENT OF THE PROCEEDINGS

This Decision supplements and is to be considered together with the Preliminary Intermediate Report and Order in Backpay Proceeding issued herein by the Trial Examiner on January 23, 1963, after a hearing in November 1962. In his Preliminary Intermediate Report the Examiner considered the method of computation of backpay adopted by the General Counsel in the Specification and concluded that it was an appropriate method of computation, subject to certain minor modifications. [20] The Backpay Specification, it will be recalled, raised issues growing out of the Company's alleged delay in reinstating 137 employees and its failure, in the period covered by the Specification, to reinstate 70 additional strikers. It covers the backpay accruing up to the end of the second quarter of 1961 and the evidence received in this proceeding in 1963 covers only the backpay accrued up to this date. Any backpay accruing after June 30, 1961, is subject to a later determination.

In the course of the proceedings in November 1962, the Examiner granted in part and denied in part the General Counsel's motion to strike the Company's answer in its entirety because of its alleged lack of specificity and noncompliance with Section 102.54(b) of the Board's Rules and Regulations, and granted the Company leave to file an amended answer. In his opinion issued at that time, the Examiner stated that the Company's amended answer, should conform to

[19] The Board's original decision herein is reported at 115 NLRB 388.

[20] On line 36 of page 11 of this Report the figure should be $335.05 instead of $355.05.

the Board's Rules and Regulations. At the hearing in November 1962, the Examiner emphasized his view that Section 102.54(b) of the Board's Rules and Regulations requires the filing of a meaningful answer, apprising the Examiner and the Board of the Company's position with respect to each of the employees named in the Specification. On January 29, 1963, the Company filed an amended answer to the Backpay Specification. Thereafter on various dates between February 12, 1963, and September 30, 1963, a hearing was held on the issues raised by the Backpay Specification and the Company's amended answer thereto. [21]

During the hearing motions were made by the General Counsel and the Amalgamated (hereinafter referred to as the Union) to amend the Specification, and by the Company to amend its amended answer. Where the effect of granting such motions when made by the General Counsel was to increase the liability of the Company, such motions, were denied, absent excusable error, newly available evidence, and like considerations. When motions to amend the Company's amended answer were made, and the effect of granting such motion was to open up new defenses to litigation, defenses of which the Company had knowledge or reasonably should have had knowledge at the time its amended answer was prepared, these motions were de-

[21] The following corrections are hereby made in the typewritten transcript of testimony given in this case at the hearing:

Page	*Line*	*Correction*
1411	17	Insert "except" between "answer" and "with"
1913	19	Add "Marie G. Lockett, recalled"
1990	6	Insert "Doris Earline Bowles, recalled"
2121	1	Change "awards" to "warning"
2121	2	Change first "it" to "I"
2254	10	Change "litigate" to "mitigate"
2213	1	Change "injuries" to "increases"
6376	21 et seq.	Change "Desederia" to "Daisy Ray"

The foregoing is not intended to be a comprehensive list of corrections.

nied, absent special considerations. Other motions to amend the Specification and the amended answer were granted."

Repeatedly during the hearing the Company sought to cross-examine witnesses concerning the nature of the investigation conducted by the General Counsel in preparing the Specification, to adduce evidence concerning the General Counsel's alleged failure to cooperate with the Company in resolving its reinstatement and backpay problems, and the reasons for the delay in issuing the Specification. Evidence was received at

[**] In the opinion of the Examiner, he was obliged to require strict observance of Section 102.54(b) of the Board's Rules and Regulations which deals with the contents of answers to Backpay Specifications. This Section requires specific and detailed answers to all allegations of the Specification and specifically states, as to matters within the knowledge of the Respondent, that "a general denial shall not suffice." In the Examiner's view, one of the primary purposes of the Board in adopting the specialized procedure for handling backpay cases was to narrow the issues to be litigated and to simplify the decisional process. This objective would be largely frustrated if the Company were to be permitted to adduce evidence concerning every possible defense which occurred to it in the course of a long trial. See *W. C. Nabors Co.*, 134 NLRB 1078, 182 and n. 6, enforced, 323 F. 2d 686 (C.A. 5), cert. denied, February 17, 1964. Cf. *United States Air Conditioning Corp.*, 141 NLRB 1278, 1281-1282; *Liquid Carbonic Co.*, 116 NLRB 795.

The same considerations which render it essential that the Company file specific and meaningful answers require that the General Counsel also be bounded by his Specification. Particularly in the circumstances of this case, with the General Counsel having had access to the Company's records for years, the Examiner can see no reason to permit the General Counsel to enlarge the issues to be litigated in this proceeding, while at the same time holding the Company to be bound by its amended answer. Accordingly, the Examiner has attempted throughout this proceeding to hold the parties to their pleadings, except in the case of excusable error, newly available evidence, and the like.

the hearing concerning the fact of the delay in issuing the Specification, but evidence as to the reasons for the delay was for the most part excluded. The Examiner did offer to receive evidence of any wrongdoing or unlawful conduct upon the part of representatives of the General Counsel which may have contributed to the delay, but no such evidence was proffered. Evidence as to the General Counsel's alleged lack of objectiveness in investigating the matter and his alleged failure to cooperate with the Company in resolving the differences between them was also excluded in the absence of any offer to prove that wrongdoing or unlawful conduct on the part of representatives of the General Counsel was involved.

On December 9, 1963, the General Counsel and the Amalgamated filed briefs dealing with both the broad issues here involved and the specific cases of the 207 employees named in the Specification. The Company on the same day filed a memorandum covering its general contentions regarding its backpay obligation and not treating any of the individual cases. These documents have been carefully considered.

Upon consideration of the Specification, the pleadings as amended, the Examiner's observation of the witnesses, his review of the testimony and the exhibits,, and the entire record in the case, the Examiner makes the following.

FINDINGS AND CONCLUSIONS

1. Preliminary statement; conclusions concerning the Company's reinstatement and backpay obligations flowing from its unfair labor practices during the strike

As found in the Board's original decision in this case (115 NLRB 388), on April 21, 1954, the Company's employees went out on a strike called by the

Union, their duly certified bargaining representative. As the Examiner construes the Board's original decision, the Board determined that although the differences between the parties during the negotiations preceding the strike which caused the Union to decide on strike action may have been economic in nature, because of the Company's conduct "[f]rom the moment of the strike," which evidenced a "rejection of the very principle of collective bargaining," the strike was to be deemed an unfair labor practice strike from its inception.

Accordingly, the Board in its original decision provided for the conventional remedy usually entered in unfair labor practice strike situations, as follows:

> (b) Upon application, offer immediate and full reinstatement to their former or substantially equivalent positions to all those employees who went on strike on April 21, 1954, or thereafter, without prejudice to their seniority or other rights and privileges, dismissing if necessary all persons hired on or after that date, and make such applicants whole for any loss of pay suffered by reason of the Respondent's refusal, if any, to reinstate them, in the manner set forth in the section of the Intermediate Report entitled "The Remedy."

The "Remedy" section of the Intermediate Report, insofar as it is pertinent here, omitting footnotes, is as follows:

> . . . The Company shall also make whole such strikers for any loss of pay they may have suffered by reason of the Company's refusal, if any, to reinstate them, by payment to each of them of a sum of money equal to that which he would normally have earned, less his net earnings, during the period from 5 days after the date on which he applies for reinstatement to the date of the Company's offer of reinstate-

ment of pay shall be computed on a quarterly[23]

II. The ap ons of the strikers for reinstatement

On Apri 5, the Union mailed a registered letter to the y which was admittedly received by it on April . The letter stated that the employees had voted minate the strike and continued as follows:

> P
> whe e advised that each of the employees
> her es are listed on the attached sheets
> par rs to return to work for your com-
> inf nditionally and immediately. Kindly
> sho when and where these employees
> rn to work.

Attached etter was a list containing the names of 113 str ployees. The Union supplemented its April 5 l th another letter, mailed on April 8, 1955, on letter staf 25 additional employees who, as the your com re offering "to return to work for letter wa conditionally and immediately." This 1955. ved by the Company on April 11,

Follow

the Com receipt of the Union's April 5 letter telephoned Phillip Lampert, regional

[23] In the tion gross backpay is computed, not on a strict cale erly basis, but on the basis used by the Company in it Under the Company's biweekly payroll system, the from 10 nsist of an even number of weeks, ranging In view o me quarters to 16 weeks in other quarters. pay shall that the Board's Order requires that backendar qu ed on a quarterly basis and the further fact backpay urity records give interim earnings by calthe differ as been found necessary to recompute gross Specifica calendar quarterly basis. This accounts for he amounts of gross backpay given in the se appearing in the Appendix below.

counsel for the Union, and told him to send the employees to the plant. Employees started coming in to the plant "in droves" at this time, as Eugene Rutter, the Company's president, testified, and consequently the Company called Lampert back and requested him to send the employees in at the rate of 20 a day. Lampert agreed to do so.

On April 11 the Company replied to the Union's letter of April 5 and April 8, as follows:

> We acknowledge receipt of your recent letters of April 4th and 8th, advising us that the strike has been officially terminated and that certain persons who participated in the strike are desirous of returning to their former employment with this company.
>
> We suggest that such persons as desire to return to work with us file application with our Personnel Office as soon as possible.
>
> Since we cannot process all applications at one time, we would suggest that you have the applicants come in at the rate of no more than 20 per day.

Commencing on April 14, 1955, the Union started notifying employees named in its April 5 and 8 letters to make personal applications for reinstatement. The Union gave these employees a form letter to give to the Company, the text of which is as follows:

> In reference to our correspondence of recent date, M ——— ——— is applying for employment. She would prefer the job she had prior to the strike.
>
> However, she is willing to accept any available employment if her former position is unavailable.

The Union, in compliance with the Company's request to send the employes in the rate of 20 a day, notified the employees to go to the plant at intervals. A num-

ber of employes testified that they did not attempt to make a personal application for reinstatement until they were notified by the Union to do so. The Examiner finds that the experience of these employees is typical of that of the strikers as a whole who made personal applications for reinstatement shortly after the strike ended.[24]

Thereafter, on April 22 and May 13, 1955, the Union sent the Company the names and addresses of certain additional employees who were offering to return to work for the Company "unconditionally and immediately." These letters were received by the Company on April 25 and May 14, respectively. In the Union's three letters, it requested immediate reinstatement on behalf of a total of 153 employees. Of these 147 are named in the Specification, the General Counsel having satisfied himself after his investigation that the Company had either reinstated the others or that they were not entitled to any relief herein. In its April 22 letter, the Union stated as follows:

> In response to your letter of April 11, 1955, we wish to point out that although we have sent your employees, who participated in the strike, to your Personnel Office in groups of 20 per day, as you requested, we consider those em-

[24] In making this finding, the Examiner is relying not only upon the testimony of the above-mentioned employees to this effect, but also has considered offers of proof, made in question and answer form through various witnesses, such as Veoila Gibson Hamilton and Zearlee Franklin. The Examiner has reconsidered his rulings excluding testimony on this point, and hereby reverses it, concluding that the testimony of these witnesses that the Union had told them to go to the plant and file a personal application for reinstatement was relevant and material to the question whether the Union had acquiesced in the abandonment of its original requests for reinstatement on behalf of the employees named in its April 5 and April 8 letters.

ployees as having unconditionally applied for employment on the date you received our registered letters along with lists of names attached thereto.

In addition to the striking employees in whose behalf the Union submitted applications for reinstatement in one or more of the Union's letters of application, a total of 11 more striking employees made personal applications for reinstatement during the strike. In the period between the end of the strike on April 5, 1955 and March 9, 1956, an additional 52 strikers not named in any of the Union's letters of applications also personally applied for reinstatement at the plant. As appears more fully below, of the total of 207 strikers named in the Specification, the Examiner has found that 199 made valid timely applications for reinstatement, either personally or through the Union. The specific dates on which the various strikers applied for reinstatement and whether the General Counsel is relying on a Union letter or a personal application at the plant are set forth below in the discussion of the individual cases.

The Company contends that the Union agreed, in effect, not to rely on its original applications upon behalf of the 153 strikers named in its letters, but rather to rely solely upon the personal applications thereafter made.[25] In support of this contention the

[25] The Company apparently no longer contends that the Union, unless it had been individually authorized to do so by each of the individual strikers named in its letters of application, lacked the authority to make applications for reinstatement on behalf of these strikers. It has long been settled that the statutory bargaining representative has the authority to apply for reinstatement on behalf of employees whom it represents regardless of whether individually authorized to do so or not. *Brown & Root, Inc.*, 99 NLRB 1031, 1041–1043, enforced, 203 F. 2d 139, 147 (C.A. 8); *Efco Mfg. Co.*, 108 NLRB 245, 256, enforced without contest by Efco on this point, 227 F. 2d 675 (C.A. 1).

Company relies on various facts, including the exchange of letters between the Company and the Union, the Union's compliance with the Company's request that it send the strikers to the plant at the rate of 20 a day, and the testimony of some of the employees that they did not personally apply at the plant until the Union told them to. In the opinion of the Examiner, this contention is not meritorious.

The Company's letter of April 11, 1955, as stated above, contained the following paragraph.

> We suggest that *such persons as desire to return to work* with us file applications with our Personnel Office as soon as possible. [Underlining added.]

The underlined portion of the above quotation, by indicating that only those employees who personally applied at the plant would be given consideration, treats the Union's blanket applications for reinstatement on behalf of the employees named in its two letters in being ineffectual insofar as creating any reinstatement obligation is concerned. As Eugene Rutter, the president of the Company, admitted, it was in fact the Company's position after the strike, that it would consider only the employees filing personal applications. Indeed, this is still the Company's position, as its amended answer is premised upon the assumption that the Union letters of application were not valid applications for reinstatement on behalf of the employees named therein.

By insisting in its April 11 letter upon a personal application by the striking employees named in the Union's first two letters of application, the Company was exceeding its rights in the situation in which its unfair labor practices had placed it. In effect the Company was rejecting the Union's applications for reinstatement for the employees named in the letters. In

such circumstances it appears unlikely that the Union would voluntarily waive the rights created by its letters of application, and clear proof of such a waiver would be required before the Examiner could sustain the Company's contention in this regard. The record in this case is lacking in such proof. Indeed, the Union's letter of April 22, 1955, makes it explicit that the Union was *not* abandoning its earlier blanket applications for reinstatement made on behalf of the employees.

The facts upon which the Company relies in support of its contention in this regard—the fact that the Union complied with the Company's request that it send strikers into the plant at the rate of 20 a day, that it notified the employees to go to the plant and make personal applications, and that it gave the employees the mimeographed letters of application to give to the Company when they personally applied—are not inconsistent with reliance on the Union's original blanket letters of application. These facts are just as consistent with the inference that the Union desired to be helpful in assisting the Company in handling the problem of restoring a large number of strikers to work in a short period of time. Particularly since the Union was under no legal obligation to facilitate the Company's reinstatement task, its efforts to cooperate should not be construed as indicating an abandonment of its earlier blanket applications, absent clear proof of a meeting of the minds in this regard. Such proof, the Examiner concludes, is lacking in this case.

Under all the circumstances the Examiner rejects the Company's contention that the Union in effect withdrew its original applications for reinstatement set forth in its April letters to the Company. Compare *N.L.R.B.* v. *Brown & Root,* 203 F. 2d 139, 147 (C.A. 8), enforcing 99 NLRB 1031, 1087, which involved a

similar response from an employer to a union's blanket letter of application.[26] The Examiner concludes that the employees named in the three Union letters of application made valid applications for reinstatement on the day that these letters were received by the Company. In view of this conclusion, in the cases of the employees named in any of the Union's letters of application, the Examiner has not included any discussion of the application other than to indicate in the heading of the individual case discussions that the employee is covered by a Union letter of application. This is done by the insertion of a "U" in parenthesis following the date of application relied upon by the General Counsel.

III. The Company's Reinstatement of Strikers and Its Retention of Replacement Employees in the Months After the Strike was Called Off.

During the strike the Company hired back a number of strikers who filed written applications for reinstatement with it. It also hired a number of additional employees who were not working for it at the time the strike was called. As a result of its hiring and rehiring during the strike, the Company had on its payrolls at the time the strike ended 241 reinstated strikers and about 145 replacements, including 135 female replacements.[27] As used in this Decision, the

[26] The Examiner concedes, as the Company points out, that a union may "agree to modify an unconditional group request so as to require individual applications" (*Efco Mfg. Co.*, 108 NLRB 245, cited in the Company's memorandum). However, as indicated above, the record fails to establish that such a modification was agreed upon by the Union in this case.

[27] This figure and the subsequent figures given concerning the number of female replacements are not represented to be exact. The information concerning the number of replacements on the Company's payroll at various times has been obtained from the

term replacement is used to refer to an employee hired during the strike and who was not on the Company's payroll when the strike began. These replacements were vulnerable to discharge to make room for returning strikers under the remedial provisions customarily entered by the Board in unfair labor practice strike situations.[28] As shown in the table below, after the

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Specification and from GC–47. (This is a reference to General Counsel's Exhibit No. 47). The Specification states the earnings of a control group of replacements for female operators for each 2 weeks in the backpay period. There has been no challenge in this proceeding of the accuracy of these figures, which were obtained from the Company's records. GC–47 is an exhibit compiled by the General Counsel from the Company's records, consisting of lists of all employees hired by the Company from the beginning of the strike to the end of the period covered by the Specification, giving the periods of their employment. These lists exclude all those used as replacements in the Specification and all employees appearing on the Company's prestrike payroll. As the General Counsel concedes, there are certain deficiencies in this exhibit. It includes *all* employees, i.e., supervisors, office clericals, and others who may not be in the appropriate unit. It excludes others who do not appear on the Company's April 17, 1954 payroll, the last payroll before the beginning of the strike on April 21, 1954), who conceivably may nevertheless be entitled to employee status, for example, because of being on a leave of absence due to pregnancy. In view of the fact that nonunit employees constitute a very small percentage of the Respondent's employees as a whole and that a relatively small percentage of the Respondent's employees were likely to have been on a formal leave of absence at the time the strike was called, the overstatement of the number of female replacements at any time necessarily is relatively small. Such overstatement, in the opinion of the Examiner, does not destroy the usefulness of the exhibit. The Company did not challenge the reliability of the information contained upon the exhibit, but objected on the grounds that the admitted deficiencies in the exhibit impaired its usefulness.

[28] At the time the strike terminated, the hearing had already been held before a Trial Examiner of the Board on charges that the Company had by its unfair labor practices caused or pro-

strike was called off, the Company gradually reinstated additional strikers who had personally applied for reinstatement.[29] During the months following the strike, replacements became separated from the payroll at a much slower rate. With few exceptions, the reason for the separation of a replacement from the payroll does not appear on the record. Consequently, in most cases it cannot be assumed that the replacements separated represented dismissals to make room for returning strikers. Such separations may have resulted from voluntary quits, discharges for cause, or for other reasons.

The figures given in the tables below show the cumulative total numbers of strikers reinstated in each of the first, second and third months after the strike was called off, and at the end of 1955. The table also shows the cumulative total number of separations of replacements occurring during the same periods.[30]

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longed the strike, and the Company was therefore apprised that its treatment of the returning strikers would be closely scrutinized by the Board.

[29] In general, the Company did not reinstate any striker solely on the basis of a union letter of application. As Rutter testified unless a striker personally applied at the plant the Company had no knowledge of her availability.

[30] The figures given are for female replacements only. It is only as to the female operators that the Company pleads a lack of a vacancy in their classification as a defense. Other defenses are pleaded as a defense in the case of the seven male strikers here involved.

By	*Total number strikers having applied for reinstatement* [1]	*Total number strikers reinstated* [1]	*Total number replacements separated*	*Total number replacements retained*
May 5	180(13)	30(5)	11	128
June 5	189(17)	57(10)	25	113
July 5	193(18)	62(11)	32	104
Dec. 24	222(28)	132(12)	59	86

[1] This figure includes both strikers named in the Specification and those not named. The number of the latter are given in parentheses.

During the first 3 months after the end of the strike the Company hired nine female employees who were not on the payroll when the strike began. Between April 6, 1955, and December 24, 1955, the Company hired a total of 27 new female employees.[31]

IV. The Company's General Contentions Regarding Its Fulfillment of Its Reinstatement and Backpay Obligations

A. *The Company's Burden of Proof Contentions*

First, the Company objects to the Examiner's holding, in cases where the General Counsel has established a *prima facie* case of an application for reinstatement and a refusal of the application by the Company, that the Company has the burden of showing the nonavailability of a comparable job at the time of the application or other similar matters of defense. The cases, however, support the Examiner's ruling in this regard. *Mastro Plastics Corp.*, 136 NLRB 1342, 1357–1358. *N.L.R.B.* v. *Cambria Clay Products Co.*, 215 F. 2d 48, 56 (C.A. 6); *Snow* v. *N.L.R.B.*, 308 F. 2d 687, 695 (C.A. 9).

Secondly, the Company strenuously challenges the Examiner's ruling that it has the burden of establishing matters in diminution of damages, such as proving the amounts of interim earnings of employees and developing the facts regarding the efforts of the employees to mitigate damages. As to the broad principle that the burden in this regard is the employer's, the authorities sustain the Examiner. *Phelps Dodge Corp.* v. *N.L.R.B.*, 313 U.S. 177, 199–200; *Nabors* v. *N.L.R.B.*, 323 F. 2d 686, 692 (C.A. 5); *N.L.R.B.* v. *Brown & Root, Inc.*, 311 F. 2d 447, 454 (C.A. 8);

[31] These figures are ascertained from the Specification and from GC–47.

Fisher Construction Co. v. *Lerche,* 232 F. 2d 508, 509 (C.A. 9); *Mastro Plastics Corp.,* 136 NLRB 1342, 1346; *Williston on Contracts,* Sec. 1360.

The Examiner recognizes that the law's imposing the burden of proof regarding such matters upon the employer places him in a very difficult position. In the nature of things, evidence concerning an employee's search for work is something peculiarly within the knowledge of the employee. It would be a rare case indeed, where an employer would have an independent means of ascertaining the facts concerning an employee's search for work years before.[32] And to develop the facts the employer has to rely on the employee whose interests are wholly adverse to those of the employer. Even if the employee exhibits the utmost good faith, memories dim with the passage of time, and if the employee is simply unable to recall the facts as to his search for work during his periods of unemployment, as some of the employees whose cases discussed below were unable to do, the employer has no real opportunity to develop an offset against the backpay claimed in the Specification.

On the other hand, however, it should be borne in mind that the law obliges employers to reinstate unfair labor practice strikers, upon application, dismissing replacements, if necessary. In over half of the cases here involved the Company defended its delay or its refusal to reinstate upon the grounds that it had no vacancy for the particular striker in her former operation. As found hereinafter, excepting in a very few cases, the Company did not even attempt to offer proof supporting this defense. In many of these cases,

[32] Even in the cases which are handled most expeditiously (assuming that the case is litigated in the courts), several years elapse between the events in controversy and the holding of a backpay hearing.

such proof as was adduced refuted the very contention being made. In other words, it established that a replacement was still working on the operation which the striker had done before the strike at the time of the striker's application for reinstatement. Thus the problems of proof concerning which the Company complains in this case were largely of its own making. As found above, the Company simply refused to dismiss replacements to make a place for the returning strikers.

To illustrate how the Company's failure to comply with its obligations under the Act compounded its problems, it may be helpful to consider the case of one of the employees, Dorothy B. Rubit, a trim-and-turn collar operator. The Company's records indicate that she applied for reinstatement during the strike, on February 2, 1955, but was not hired. Rubit was also named in the Union's letter of application dated April 5, 1955. Rubit was not reinstated to her old job until August 1956. However, Rubit was discharged 1 week later under circumstances indicating that her production was low. A replacement in Rubit's operation—trim-and-turn collar—worked almost continously throughout the backpay period. Had the Company fulfilled its statutory duty in February or April 1955, which it readily could have done, not only would it not have been confronted with the problem of Rubit's loss of memory concerning her search for work, but also it probably would not have been faced with such a serious problem of Rubit's loss of skill during her long period away from the plant.

Thus, while the law works a hardship on the Company in imposing upon its the burden of proof with respect to matters in diminution of damages, also to be considered is the hardship upon an employee such as

Rubit, who as a result of the Company's unlawful conduct in refusing her application for reinstatement, has lost not only her steady job, but also her skill in the operation which she had performed for many years before the strike. As between the Company, whose unlawful conduct gave rise to the problem in the first instance, and the employee victim of this wrongdoing, it seems to the Examiner not unreasonable that the Company rather than the innocent employee should bear the consequences of its own unlawful conduct.

B. *The Company's contentions based upon the General Counsel's delay in issuing the Specification, the nature of the General Counsel's investigation, and the General Counsel's alleged failure to cooperate with the Company in the course of the investigation*

The Company contends that the General Counsel unduly delayed in completing his investigation of the matters here involved, that he failed to be objective in his investigation of the facts concerning the Company's obligations flowing from its unfair labor practices during the strike, and that he failed to fulfill his obligation to cooperate with the Company in an effort informally to dispose of the differences between the parties. The General Counsel's alleged derelictions in this regard, the Company contends, all contributed to a denial of a fair hearing in this case.

These contentions must be rejected because the record is without the factual basis upon which such contentions of necessity must be predicated, the Examiner having ultimately ruled (albeit not without first receiving some evidence bearing upon these issues) that none of these issues were properly before him for disposition and, in accordance with this ruling having refused, absent the proffer of evidence of

wrongful or unlawful conduct on the part of the General Counsel which was not forthcoming, to permit the parties fully to develop the facts concerning these issues. The propriety of the Examiner's ruling in this regard is indicated by the decision of the Fifth Circuit in *Nabors* v. *N.L.R.B.*, 323 F. 2d 686, 688-689 (C.A. 5) certiorari denied, February 17, 1964, discussed more fully below.

It cannot be denied that there was a considerable lapse of time between the decision of the Court of Appeals for the Fifth Circuit enforcing the Board's Order herein involved and the issuance of the Specification herein. The opinion of the Court was handed down on June 10, 1957. The Court's decree, which, like the Board's Order, directed the reinstatement upon application of the striking employees, was entered on August 19, 1957. The Specification was issued on November 16, 1961. The Examiner, for convenience, refers to this lapse of time as a delay, without intending to suggest one way or another that the General Counsel is subject to criticism for the lapse of time involved.

To complete the factual picture on this point it should be stated that on November 7, 1957, the Mr. Henry J. Read, Company's attorney, mailed a letter to the Board stating in part, as follows:

> As you know, we are handling the matter of complying with the decree of the United States Court of Appeals for the Fifth Circuit enforcing the order of the National Labor Relations Board in the subject cases. Our client has already complied with some of the provisions of the decree, and its presently engaged in bargaining with the representatives of the Amalgamated Clothing Workers of America. If any instance of a failure to fully comply with the order is brought to your attention, we would

four contacting us promptly so that
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the Ge ediately taken in order to assure
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forth e clearly holds that the mere fact of
limita not defeat backpay claims. As the
by th 3 F. 2d, at 689), "the claims set
by th pay specifications are not barred by
invest hes, and . . . the evidence offered
was to show irreparable injury caused
where irrelevant." The General Counsel's
prese he *Nabors* case, in which the delay

[33] F ars, involved only 21 employees,
assum eral Counsel's investigation in the
in th ved well over 400 employees.
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attorn set out in the text above it may not be
Comp t the General Counsel had not investigated
had e Company's reinstatement and backpay
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questi which is attached as Exhibit F to the
answer, indicates the General Counsel
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The Company's assertions that the General Counsel failed to be objective in his investigation of the case and sought to build up a case of liability on the part of the Company is not documented in the Company's memorandum and is wholly without foundation in the record, since, as stated above, this issue also was not litigated at the hearing. The contention is apparently based upon the Company's suspicions growing out of the General Counsel's refusal in advance to turn over to the Company its complete investigative files on the case. The Examiner, while declining to require any such sweeping disclosures, did require the General Counsel to produce, with respect to all employees named in the Specification regardless of whether they were called as witnesses by the General Counsel or the Company, all statements and other material falling within the scope of the *Jencks* rule, as applied to Labor Board cases.[34] As a result of the Examiner's refusal to permit an inquiry into the nature of the General Counsel's investigation, the record does not afford a factual basis for the critical comments about the General Counsel's investigation which are contained in the Company's memorandum.

As to the General Counsel's alleged failure to cooperate with the Company in resolving the reinstatement and backpay problems with which it was faced, this contention is based almost entirely upon the absence of communications between the Company and the General Counsel between November 1957 and March 1961. As indicated above, the Examiner cannot rule on this contention because it was not fully litigated at the hearing. It may be noted in passing that, contrary to the assertion in the Company's memorandum

[34] *Jencks* v. *United States*, 353 U.S. 657; *Ra-Rich Mfg. Corp.*, 121 NLRB 700.

(p. 22), that Compliance Officer Loren Jones did not admit the General Counsel's lack of cooperation at all times prior to the filing of the Specification. Jones testified that after sending a letter about October 1961 requesting a statement of the Company's position with respect to the employees as to whom there remained reinstatement or backpay problems and receiving a reply from the Company, he did not attempt to discuss these problems with the Company or its representatives before the Specification was issued. In this same portion of his testimony Compliance Officer Jones testified that normally an employer gives some indication that he desires assistance about such problems and that no such indication was forthcoming from the Company.[35]

Furthermore it may be observed that the great bulk of the Company's asserted reinstatement problems arose in the period after the strike was called off in 1955, long before the Company was in contact with the Regional Office, and most of the questions which the Company stresses in its memorandum came up, as found herein, because the Company failed to recognize the Union's letters of application as constituting valid applications on behalf of the strikers named therein, and because the Company for the most part refused promptly to dismiss replacements to make room for strikers. As found below, there were only a relative handful of operators who presented reinstatement problems. Out of the 129 strikers as to whom the Company raised the "no vacancy" defense the Company could have reinstated 113 of them at least by the time they personally applied at the plant by

[35] Jones testified that in 1961 he no longer regarded the Company's November 1957 letter as presenting a current request for assistance.

simply putting them back on their old operations, dismissing the replacements who were performing their former operations at that time. But the Company failed to do so, and much of the hearing was devoted to taking up the cases of such strikers. In view of the Company's widespread failure to fulfill its statutory obligation to the returning strikers it comes with ill grace from the Company to charge the General Counsel with a failure to cooperate in the investigation phase of the case.

In sum, the Examiner rejects the procedural bars which the Company seeks to raise as a barrier to consideration of the merits of the General Counsel's claim for backpay. He concludes that it is inconsistent with the effectuation of the broad public policies of the Act to permit a hearing for the purpose of determining the extent of the Company's fulfillment of its reinstatement and backpay obligations to be converted into a trial of the General Counsel's conduct of the investigation leading up to the issuance of the Specification.

C. *The Company's contention that it attempted in good faith to reinstate the strikers*

The Company contends that it attempted in good faith to fulfill its reinstatement and backpay obligations in the period after the strike was called off. The Company points out that it reinstated a substantial number of strikers during the strike and urges that its progress in putting the strikers back to work after the strike was called off demonstrates that it made a good-faith effort to fulfill its reinstatement and backpay obligations. For this reason, the Company argues, it should be relieved of all further reinstatement and backpay liability.

In considering this contention it should be borne in mind the Company was in need of experienced workers after the strike was called off. The fact that well over 100 replacements were retained in the first few months after the strike was called off attests to the Company's need for workers. And, as Rutter testified concerning the Company's recurring need for workers, "* * * whether there has been a strike or not. * * * You can never get enough experienced operators to maintain the normal turnover that you experience in running a plant the size of the Company's." The Company had over 600 employees when the strike began. Trained operators, according to Rutter, were one of the Company's valuable assets, the Company having an investment of between $500 and $600 in each operator by the time she attains the desired speed of operation. For this reason, Rutter testified, the Company was eager to have its experienced operators return to work after the strike.[26]

During the strike, with the exception of the period from May 11, 1954, to July 14, 1954, the Company was operating under a learner's certificate issued by the Wage and Hour and Public Contracts Division of the U.S. Department of Labor. To obtain a learner's certificate, which entitles an employer facing a shortage of experienced help to hire learners for a 480-hour training period of subminimum wage rates, the employer must certify that experienced workers are not available for employment. The learner's certificate became ineffective on April 7, 1955, a few days after the

[26] Other circumstances evidence the Company's need for workers in this period after the strike. Commencing in July 1955, the Company placed advertisements for workers in the New Orleans papers. In October 1955, the Company ran an ad seven times in the *Times-Picayune* for "Experienced Power Sewing Machine Operators on Shirts and Pants."

strike was called off. On November 7, 1955, the Company filed an application for a learner's certificate with the Department of Labor in which it stated in answer to a question concerning its efforts to obtain experienced workers, as follows: "We have standing requests with all our employees to bring in experienced acquaintances. We now have difficulty finding experienced persons who are now ready to work again." On the basis of this application a learner's certificate was issued to the Company on December 6, 1955, which was to remain effective until December 7, 1956.[37]

Despite the Company's need for workers after the strike was called off, the Company made relatively slow progress in reinstating strikers. It made even less progress in getting rid of replacements who were filling the strikers' jobs. As the figures in the table in part III above show, although there were about 135 female replacements on the payroll when the strike ended, and the Company thus had numerous positions which could be vacated to make room for returning strikers, in the first 3 months after the strike was over, the Company reinstated but 62 strikers.[38] There were 65 workdays in this period. Notwithstanding all the available vacancies, the Company restored strikers to

[37] Rutter's testimony when originally examined about this subject matter was that the Company definitely had no learner's certificate between May 1954, and December 1957. However, when confronted with records obtained from the U.S. Department of Labor, Rutter admitted that he had been in error in his original testimony. Rutter explained his error by saying that he had been basing his testimony upon information in a certain file, and that through a filing error pertinent material had been placed in another file which he had not seen.

[38] This figure includes not only the strikers here involved, but also others as to whom no claim is made in this case.

their jobs at the rate of less than one a workday. Only 32 replacements left the payroll during this 3-month period.

By the end of 1955, 132 strikers had been reinstated, including 12 for whom no claim is made in this case. By this time 64 female strikers still had not been reinstated. Approximately 86 female replacements still remained on the payroll. Only 59 female replacements had left the payroll since the end of the strike. Thus more than half of the replacements who were on the payroll when the strike ended were still on the payroll at the end of 1955. As of June 24, 1961, the end of the period covered by the Specification, 53 replacements were still on the payroll.

The Company's slowness in reinstating strikers and its failure promptly to dismiss the numerous replacements in order to make room for the returning strikers, in the Examiner's view, evidences that the Company was not seeking in good faith to restore the strikers to their jobs."[39]

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[39] The Examiner has considered the testimony of Karl Striegle, a management engineer specializing in the needle trades industry, who was called by the Company to give his opinion of the Company's efforts to solve the reinstatement problem after the strike was called off. After studying the Company's records giving the time lag between applications and reinstatement for the employees who were put back to work, Striegle concluded, in view of the problems connected with maintaining a balanced flow of work through the plant, that the Company had done an "above average" job of coping with the reinstatement problem with which it was faced at the end of the strike. Striegle's opinion, however, did not take into consideration the Company's failure to displace replacements to make room for returning strikers. Nor did Striegle's conclusion consider the cases of the approximately 70 employees here involved who were never reinstated. In the opinion of the Examiner, both of these are factors which go to the heart of the matter about which

Another circumstance indicating a lack of good faith in the Company's treatment of returning strikers is its failure to substantiate its principal defense. With respect to the 129 employees listed on Schedules 6(d), (e), and (h) of the Company's amended answer, the Company defended its delay in reinstating or its failure to reinstate these employees on the grounds that it had no vacancies in their classifications when they applied for their jobs. Rutter was called to the stand to give testimony in support of this defense. Rutter was questioned about these cases in alphabetical order and, after covering the first seven in the alphabet, this line of examination was discontinued. In each of the seven cases, it was brought out either on direct or cross-examination that at least one replacement was working at the particular operation of the particular striker involved up until the date the striker was reinstated, if not longer. As to the 20 employees in all, concerning whom the Company pleaded no vacancy as a full or partial defense, Rutter's own testimony establishes the availability of a vacancy at the time of the employees' application for reinstatement. Evidence tending to support the allegations of the amended answer was adduced as to only 16 of the 129 employees named in Schedules 6(d)(e), and (h). No evidence whatever was offered in support of this defense in the case of the 93 other employees as to whom this defense was pleaded. Since it was the Company's burden to establish the lack of vacancies it must be assumed that vacancies were available in

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Striegle was asked to give his judgment. For these reasons the Examiner does not regard Striegle's opinion about the Company's reinstatement efforts after the strike as being too persuasive.

the case of these 93 other returning strikers in this category.[40]

As to a number of other strikers the Company has offered no valid excuse for its failure to comply with their requests for reinstatement. This applies to 26 out of the 34 strikers listed in Schedule 6(b) of the amended answer as to whom the Company claimed that they had not made applications "at anytime after the strike terminated" either because of their having applied during the strike or because they were covered only by a Union letter of application after the strike was called off, which the Company refused to recognize as a valid application. In the same category as the latter group are all those listed in Schedule 6(c). Schedule 6(c) also proceeds on the erroneous premise that Union applications were invalid.

The procedure adopted by the Company for restaffing its plant after the strike was called off further evidences the failure of the Company to recognize its special obligations to the returning strikers. After consulting the Company's attorney, it was decided to contact the employees as they had done in the past. Even where certain operators were badly needed to fill gaps in its production lines, the Company consistent with its practice before the strike, in some cases merely sought to reach them by telephone. In some instances, as will appear in the discussion of the individual cases below, the Company upon failing to reach the striker personally on the telephone, let the matter drop there. In other instances the Company

[40] In view of Rutter's testimony establishing the existence of vacancies in a majority of the cases which were specifically discussed by him, the Examiner cannot give Rutter's general testimoney as to the lack of vacancies any great weight. This point is more fully treated hereinafter in the discussion of the Schedule 6(d) defense.

merely left messages for employees and did not follow up with registered or certified letters. The Company's records of these telephone calls were handwritten notes on scraps of paper which were undated and unsigned in most instances.

In July the Company sent post cards and mimeographed letters to certain strikers inquiring about their availability for work and requesting them to call at the plant, but the Company kept no copies of these post cards or letters. Admittedly, at no time prior to the hearing did the Company seek to contact strikers by registered or certified mail. Nor did the Company ever request the Union to assist it in locating a needed employee. All these circumstances indicate to the Examiner that the Company did not recognize its special obligations to the strikers growing out of its unfair labor practices during the strike.

Under all the circumstances, including the Company's slowness in reinstating strikers and its failure to dismiss replacements to make room for strikers, the Companys failure in a large majority of the cases to substantiate its principal defense of "no vacancy," its failure to recognize the Union's letters as constituting valid applications for reinstatement, and the circumstances indicating a lack of recognition on the Company's part of any special obligation to returning strikers, the Examiner concludes that the Company did not attempt in good faith to reinstate the strikers after the strike was called off.

V. The Specific Defenses Pleaded in the Company's Amended Answer Regarding Individual Strikers

A. General Discussion of the Willful Losses Question

Before discussing the cases of the individual strikers it may be helpful to treat the "willful losses" question which is involved in the case of each of the indi-

vidual strikers. The question concerns the extent of the duty of an employee, whom the employer because of his unfair labor practices is obligated to reinstate, to seek interim employment in order to minimize his wage loss.

The scope of the employee's duty to attempt to minimize his wage loss was first authoritatively defined in *Phelps-Dadge Corp.* v. *N.L.R.B.*, 313 U.S. 177, 197–198, in which the Court spoke in terms of having deductions from gross backpay made "not only for actual [interim] earnings by the worker and also for losses which he willfully incurred." The Court in this same opinion went on to say that the Board, in passing upon employer contentions regarding employee failure to mitigate damages, should consider "a clearly unjustifiable refusal to take desirable new employment" (313 U.S. at 199–200).

The Board, construing the *Phelps-Dodge* decision, has held that the employee must make a good-faith effort to obtain interim employment to minimize his wage loss. However, this does not mean that the employee's search for work must meet with "success: it only requires an honest good-faith effort." *N.L.R.B.* v. *Cashman Auto Co.*, 223 F. 2d 823, 836 (C.A. 1). What constitutes a good-faith effort necessarily depends upon the facts and circumstances in each case. However, the following general guides are available. As stated in the Examiner's Report which was adopted by the Board in *Mastro Plastics Corp.*, 136 NLRB 1342, 1359:

> . . . it can be said that in broad terms a good-faith effort requires conduct consistent with an inclination to work and to be self-supporting and that such inclination is best evidenced not by a purely mechanical examination of the number or kind of applications for work which have

been made, but rather by the sincerity and reasonableness of the efforts made by an individual in his circumstances to relieve his unemployment. Circumstances include the economic climate in which the individual operates, his skill and qualifications, his age and his personal limitations.

With these considerations in mind the Examiner discusses some of recurring questions which have arisen in passing upon the "willful losses" issue. Several of the employees here involved instead of attempting to find outside jobs, became self-employed, such as operating home laundries, beauty parlors, or furnishing a home sewing service. The Board has consistently held that such self-employment does not terminate an employer's backpay liability. *Harvest Queen Mill and Elevator Company,* 90 NLRB 320, 323; *L. B. Hosiery Co.,* 99 NLRB 630, 634; *Mastro Plastics Corp.,* 136 NLRB 1342, 1350. The Courts have agreed that self-employment does not terminate an employer's backpay liability. *N.L.R.B.* v. *Armstrong Tire and Rubber Company,* 263 F. 2d 680, 683 (C.A. 5); *N.L.R.B.* v. *Efco Manufacturing, Inc.* 227 F. 2d 675, 676 (C.A. 1); *N.L.R.B.* v. *Cashman Auto Co.,* 233 F. 2d 835, 836 (C.A. 1).

Other employees found employment during the backpay period as maids in private homes and did not seek work in sewing factories or other like establishments. Their earnings as maids were less than they would have earned working for the Company. Such situations, the Examiner concludes, do not warrant a finding of a willfull loss of earnings on the part of the employees simply because they have not looked for factory work. It should be borne in mind that the employees here involved, with two exceptions, are all Negroes. All but seven were women. Their educational

advantages were limited. It was the exceptional employee who had finished high school. They were presumably not trained in job seeking. A considerably greater number of job opportunities were presumably open to these Negro women as maids than as factory workers, if the normal ratio prevailed. To judge by the work histories of the employees here involved during and after the strike, housework was the kind of work to which many of the employees here involved automatically turned when they lost their jobs in factories. In the opinion of the Examiner, this cannot be explained by the inherent attractiveness of domestic work. So it is reasonable to attribute the employees choice of such work to the feeling that it was the best solution they could find for their joblessness. Under all the circumstances, failure to seek factory work, in the opinion of the Examiner does not constitute willfully incurring a loss in earnings. Cf. *East Texas Steel Castings Co.*, 116 NLRB 1336, 1344–1345, enforced 255 F. 2d 284 (C.A. 5) (welder's acceptance of lower paying job as a cabdriver).

A few of the strikers, upon obtaining 1 to 3 days' work a week as a maid, did not seek additional work, either as a maid or otherwise. These employees were not completely idle; yet they were not doing their utmost to minimize their losses. Should the Company be relieved of all its obligation to these women because they apparently were content to work less than a full week? The Examiner concludes that a reasonable solution to this problem is to hold that these employees were incurring a partial willful loss of earnings and to measure their gross wages by the ratio of the number of the days they were working to the number of days in a full workweek (the Company worked 5 days a week). For example, for woman working 2 days a week as a maid in any quarter, her gross wages would

be two fifths of the full gross wages of an employee working full time or seeking full-time work in that quarter.

Another question relates to the obligation of the employee who obtains interim employment in another sewing factory or similar establishment but who only works a short workweek. Must this employee seek other full-time employment on her days off or must she seek some sort of day's work on her days off. In the opinion of the Examiner, both of these questions should be answered in the negative. It does not seem reasonable to expect an employee who has worked fairly steadily 3 or 4 days a week to look for a 5-days a week job in which either the employee may not work out satisfactorily or the job may turn out to be of short duration.

A more difficult problem concerns the situation of an employee who obtains interim employment in a sewing factory which works steadily some weeks, but which may regularly have periodic layoffs of weeks, or occasionally months, in duration. Regarding layoffs of a few weeks duration, and it is not shown that the employee has no reasonable expectation of returning to work for this employer, the Examiner concludes that a failure to seek other work during this period does not constitute willful idleness. As to the layoffs of a month or more, even though the employee may anticipate being called back to work momentarily, it would appear incumbent upon her to seek other employment and, upon a showing that the employee had not looked for other work during such a layoff, the Examiner would find a willfully incurred loss of earnings.

However, in case it appeared that the employee was regularly registering for unemployment compensation benefits, a different result would be reached. The record in this case shows that under the Louisiana Em-

ployment Security Act in order to be eligible to receive unemployment compensation the individual must register for work and continue an active application for work. The record also shows that registering for employment was one of the procedural steps taken each week when the employees reported to the office of the State Employment Service in connection with drawing their unemployment compensation. In these circumstances, absent a showing that the employee failed to accept a referral to a job, where it appears that an employee was registering for or drawing unemployment compensation, the Examiner would not be warranted in concluding that the employee by not making other efforts to obtain work was willfully incurring a loss in earnings during such periods.[41] This latter comment applies only to employees having regular jobs who are temporarily laid off.

The Louisiana Employment Security Act contains a provision for employees drawing partial unemployment compensation where their employers can only offer them short workweeks or irregular employment. To draw partial unemployment compensation the employee registers, not at the office of the State Employment Service, but at his employer's establishment. The employee is not considered for referral to a job by the State Employment Service as the employee is regarded as bound to his part-time employer, and under the law it is regarded as desirable that this relation-

[41] This is the Examiner's general conclusion in this regard. As stated below, there are one or two cases in which the Examiner has found employees to have willfully incurred a loss in earnings during period they were drawing unemployment compensation. In these cases, the Examiner concluded upon the facts of their cases, despite the fact that the employees were receiving unemployment compensation, that they were not genuinely interested in finding work.

ship be fostered. Even though the employee is not considered for referral by the State Employment Service while drawing partial unemployment compensation, in view of the policy embodied in the State law, the Examiner finds it inappropriate to hold such employees to be willfully incurring a loss of earnings while thus temporarily idle.

B. *The misconduct defense (applicable to the employees listed in Schedule 6(a)), of the Company's amended answer*

1. General Discussion

For misconduct of strikers to constitute a defense to their reinstatement it must be "so flagrant or violent as to render him unfit for further service." *Trumbull Asphalt Co.*, 139 NLRB 1221, 1222. In such situations the Board normally withholds its normal reinstatement remedy, deeming such relief in such circumstances to be inconsistent with the effectuation of the policies of the Act. In determining during a strike whether alleged misconduct is of such a serious character as to warrant withholding the conventional remedy, consideration must be given not only to the provocation inherent in the Company's unfair labor practices which caused the continuation of the strike, but also to the realities of strike situations. See *Local 833, UAW* v. *N.L.R.B.* (*Kohler Co.*), 300 F. 2d 699, 702 (C.A.D.C.), and cases therein cited. It is with these principles in mind that the Examiner has considered the incidents of alleged misconduct which are apparently relied upon as disqualifying from reinstatement the employees listed in Schedule 6(a) of the Company's amended answer.[42]

[42] In view of the Company's failure to treat the employees' cases individually in its memorandum, the Examiner cannot

The Company asserts in its memorandum that it believed in good faith that the employees listed in Schedule 6(a) were guilty of serious acts of misconduct during the strike and, relying on *Rubin Bros. Footwear, Inc.* v. *N.L.R.B.*, 203 F. 2d 486 (C.A. 5), argues that although it may have failed in part to prove that the employees listed in Schedule 6(a) actually engaged in serious misconduct, since the record shows it believed in good faith that they had engaged in such misconduct, this is sufficient basis for denying reinstatement. While the Board has not acquiesced in the principle of the *Rubin* decision on the Fifth Circuit and the question is now pending before the Supreme Court in *N.L.R.B.* v. *Burnup & Sims, Inc.*, certiorari granted, 375 U.S. 983, even if the Supreme Court should ultimately sustain the *Rubin* principle upon which the Company relies, it would not be applicable in the present situation, which involves purely a question of remedy, and not the question whether an unfair labor practice has been committed.

Reinstatement of the strikers, upon application, was ordered in this case to remedy the Company's refusal to bargain collectively in violation of Section 8(a)(5), which the Board found prolonged the strike. In the *Rubin* case, unlike this case, the Board was considering the employer's refusal to reinstate economic strikers which was alleged to violate Section 8(a)(3) and (1) of the Act. In such situations, the employer's motivation for refusing reinstatement is in issue and the employer's belief as to misconduct may throw light on this issue. In the instant case, which involves the reinstatement of *unfair labor practice* strikers,

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ascertain precisely what conduct the Company is relying upon in each of the individual cases in which the misconduct defense is raised.

upon application, the only question, as indicated above, is whether the employee has so seriously misconducted himself to render him unfit for further employment. In a case like the present the employer's motivation at the time he refuses reinstatement is immaterial. Misconduct of a striker which is unknown to the employer at the time he refuses reinstatement might be the basis of the Board's withholding the reinstatement remedy. It is the nature and seriousness of the employee's conduct rather than the employer's belief in this regard which is determinative. It would be highly illogical and contrary to common sense to have the remedy for an employer's antecedent unfair practices to return on the employer's belief, no matter how mistaken he may be in fact, as to employees' subsequent conduct during a strike.

Before coming to the specific incidents of alleged misconduct which are apparently relied upon as disqualifying from reinstatement the employees listed in Schedule 6(a) of the Company's amended answer, it should be noted, in accordance with Rutter's testimony, that the Company during the strike adopted the policy of not reinstating the strikers who, in Rutter's words "were judged in our opinion to be the hard core that had repeated acts of violence." These strikers, Company witnesses testified, were informed when they personally applied for reinstatement of the reason for the Company's refusal.

Since 8 of the 15 striking employees listed in Schedule 6(a) of the Company's amended answer are implicated by the testimony to a greater or a lesser degree in a disturbance occurring outside the Company's plant on October 21, 1954, it may be helpful if the Examiner sets forth at the outset the salient facts concerning this incident.

2. The October 21, 1954, Incident

Piecing together the testimony of the various witnesses concerning this incident, the Examiner finds as follows: A group of workers in the plant, tired of the harassments they had received at the hands of the strikers going to and from work, decided to do something about it on October 21, 1954. Among the group of about 12 who planned to take action that day was Hazel Tate, who was still employed by the Company at the time of the hearing. Tate, called as a witness by the Union, testified that this group decided to provoke a fight with the pickets during the lunch hour. It appears that, pursuant to the plans of the group, empty coke bottles were lined up along the walls just inside the front door of the plant.

On this occasion two strikers were walking as usual, with their umbrellas. On the Pauline Street side of the plant, Lorraine Lyons was patrolling and Louella Johnson was walking in front of the building on Dauphine Street. At the strike headquarters, which was in the rear of a store at the corner of Dauphine and Independence Streets, across Independence from some houses which were then adjacent to the factory, about eight or more strikers were hanging around waiting to take their turn doing picket duty. A large number of workers were eating their lunches in front of the Company's warehouse (then being built) across Dauphine Street from the main plant.

Between 11:50 and 12 noon that day (the lunch hour ended at noon), Tate and others in the doorway of the plant started taunting the pickets with epithets, and "droves" of workers started coming out of the plant. One of these pushed Louise Gordon (also a worker) into Louella Johnson, who was walking with a picket umbrella in front of the plant. Louella called

to Lula Mae Washington, a picket captain, who was preparing to commence picket duty. Lula Mae approached running, with other strikers following her. Tate challenged Washington to fight. About this time bottles started flying from the plant. Mary Fland ran from the large group of workers eating their lunch across the street to see what was happening to Louise Gordon, her niece. Fland was carrying a tree branch about 18 inches long. Fland got into an argument with Washington. While this was going on bottles and brickbats were flying back and forth thick and fast. A number of windows in the plant were broken, as was the door glass. In the melee Marion Randall was cut on the head with a broken bottle. When Fland retreated inside the plant, she discovered that she had been cut on the back. Fland and Janie Kirk testified that they saw Washington with a penknife in her hand. It is undisputed that thereafter Fland and Washington "tangled," and then Fland discovered that she had been cut. Washington denied having a knife on any occasion during the strike. Washington's denial is not credited. In the Examiner's opinion, Washington was too sweeping in her denials of striker harassment of workers during the strike to be believed. The Examiner finds that Washington was guilty of the stabbing. After the Fland-Washington altercation, the workers were ordered back into the factory. The whole incident lasted about 5 minutes. Work began on schedule when the second bell rang.

Tate, who was one of the ringleaders in the action against the strikers on October 21, 1954, was not discharged or laid off because of her participation in this affair, as the Specification shows. Fland also remained on the payroll despite her agressive acts on this occasion. The record does not reveal what discipline, if

any, was given to the workers who engaged in the bottle-throwing during this incident.

In view of the Company's failure to get rid of the workers who were guilty of the same conduct as the Company argues disqualifies the strikers from reinstatement and the further fact that the disturbance occurred in the course of a bitter strike which was prolonged by the Company's serious unfair labor practices, the Examiner finds that, with the exception of Lula Mae Washington, none of the participants in the October 21, 1954, disturbance has so misconducted herself by participating in this incident alone, as to render her unsuitable for further service with the Company.

[The remainder of the Trial Examiner's Supplemental Decision has not been reproduced, as it deals solely and at great length with individual claims to back pay, which the Board believes to be irrelevant to the instant petition. A copy of the full decision has been lodged with the clerk.]

APPENDIX E

The relevant provisions of the National Labor Relations Act, as amended (61 Stat. 136, 29 U.S.C. 151 *et seq.*) are as follows:

* * * * *

PREVENTION OF UNFAIR LABOR PRACTICES

SEC. 10. * * *

(c) * * * If upon the preponderance of the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action including reinstatement of employees with or without back pay, as will effectuate the policies of this Act: *Provided,* That where an order directs reinstatement of an employee, back pay may be required of the employer or labor organization, as the case may be, responsible for the discrimination suffered by him: * * *

The relevant provisions of the Administrative Procedure Act (60 Stat. 237, 5 U.S.C. 1001, *et seq.*) are as follows:

ANCILLARY MATTERS

SEC. 6. Except as otherwise provided in this Act—

(a) APPEARANCE.—* * * Every agency shall proceed with reasonable dispatch to conclude any matter presented to it except that due regard shall be had for the convenience and necessity of the parties or their representatives. * * *

JUDICIAL REVIEW

SEC. 10. * * *

(e) SCOPE OF REVIEW.—So far as necessary to decision and where presented the reviewing court shall decide all relevant questions of law, interpret constitutional and statutory provisions, and determine the meaning or applicability of the terms of any agency action. It shall (A) compel agency action unlawfully withheld or unreasonably delayed; and (B) hold unlawful and set aside agency action, findings, and conclusions found to be (1) arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law; (2) contrary to constitutional right, power, privilege, or immunity; (3) in excess of statutory jurisdiction, authority, or limitations, or short of statutory right; (4) without observance of procedure required by law; * * *

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1968

NO. ~~995~~ 32

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

versus

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.,
Et Al.
Respondents.

OPPOSITION TO PETITION FOR WRIT OF CERTIORARI BY THE NATIONAL LABOR RELATIONS BOARD

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IN THE
SUPREME COURT OF THE UNITED STATES
OCTOBER TERM, 1968

No. 925

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

versus

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.,
ET AL.
Respondents.

OPPOSITION TO PETITION FOR WRIT OF CERTIORARI BY THE NATIONAL LABOR RELATIONS BOARD

Petitioner seeks certiorari on the ground that the opinion of the Court of Appeals invokes the doctrine of laches against an agency of the United States government. The Court of Appeals has not said that the Board's delay in issuing the backpay specification warrants setting aside the award on the ground of laches. In adjusting the backpay period, the Court of Appeals took such action as it deemed proper to "balance . . . the interest of the Board, of the Union, and the Employer" so that respondent would not bear the full burden of the Board's delay. Although the Court of Appeals found in the record "much factual justification"[1] for the view that the "backpay specification ought to be barred by the four-year delay on the part of the Board",[2]

[1]Board's Appendix 11a.
[2]Board's Appendix 11a.

the Court refused to set aside the Board's order or to apply the doctrine of laches. But the Court did find in this case that the Board's delay "was beyond the bounds of reason".[3] The Court considered and dismissed the Board's contention that its "inordinate" delay was due to an extremely heavy case load, commenting that even though the Board had six attorneys in its New Orleans office, "all of their attention was devoted to other cases, to the complete exclusion of this one",[4] although this was "one of the most important, if not the most important, compliance case pending before its Regional Office.[5] The Court commented that the Board "let the case slide along in total inaction for almost three years after we granted enforcement—and for five years after the union abandoned the strike".[6] The Board compounded its delay "beyond the bounds of reason" by its failure to attempt voluntary compliance in accordance with its rules[7] and its custom.[8]

In enforcing the Board order, the Court of Appeals has exercised its judgment as to the proper balance to be struck between conflicting interests, to use the language of this Court in *NLRB v. Brown*, 380 U.S. 278 at page 291-292.

The Court of Appeals recognized that it should not interfere with any reasonable exercise of the Board's discretion, but felt the Board's delay in this case to be

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[3]Board's Appendix 14a.
[4]Board's Appendix 15a.
[5]Board's Appendix 15a.
[6]Board's Appendix 15a.
[7]29 CFR § 101.13; 29 CFR § 101.15.
[8]R.1019-1022. The Board's enforcement officer testified that customarily an attempt is made to settle backpay questions prior to the filing of a backpay specification, but that in this case no effort to settle the backpay issue was attempted by the Board before filing the backpay specification in November of 1961, more than four years after its order was enforced by the Court of Appeals.

beyond the bounds of reason, and found that the delay was prejudicial to respondent in that, by the time the backpay hearing took place, all that respondent could do in an effort to carry the burden of proof placed upon it by *NLRB v. Miami Coca-Cola Bottling Co.*[9] "was to cross-examine the claimants in an effort to establish much of its defenses".[10] The Court of Appeals expressed reservations about the evidence upon which the Trial Examiner made his findings, and the rationale of the Court's conclusions appears in the following excerpt from the opinion (printed at page 18-A of the Board's Appendix):

> "The proof was often so sketchy that the Trial Examiner had to strain for his findings. Repeatedly, issues were resolved solely by applying the rule as to the burden of proof. Ordinarily, we would not take a second look at this, but after inordinate delay there is occasion for concern. We do not feel that the inordinate dalay barred all backpay, but some modification must be made."

Petitioner claims that the ruling of the Court of Appeals in this case "conflicts with this Courts decision in *NLRB v. Electric Vacuum Cleaner Corp.*, 315 U.S. 685.[11] The difference between this case and *Electric Vacuum Cleaner Corp.* is apparent on the face of the two opinions. In *Electric Vacuum Cleaners Corp.* the Court found "nothing in the record which would tend to justify us . . . in shortening the period of compensation."[12] In the present case, there is substantial evidence to support the Court of Appeals' conclusion that the effect of the Board's delay should not be borne by respondent alone. The Board did

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[9]360 F. 2d 569, 576 (5th Cir. 1966).
[10]Board's Appendix 17a.
[11]Page 8 of the petition for certiorari.
[12]315 U.S. at 697-698.

not file the backpay specification until November 4, 1961, more than six years after the termination of the strike in April of 1955, and more than four years after the enforcement of the Board order by the Court of Appeals.[13] During the intervening years the Board made no attempt to obtain voluntary compliance or to effect a settlement of the backpay claims which the Board contends were due because of respondent's alleged delay in achieving full compliance. The Board's compliance officer testified that his normal duties included an effort to effect voluntary compliance, but in spite of the unusual delay in this case, and respondent's request that it be advised if the Board contended that full compliance had not been achieved,[14] the Board did not contact respondent in an effort to achieve voluntary compliance or effect a settlement before the specification was filed in November 1961, by which time the alleged claims amounted to $342,000.[15] In enforcing the original Board order requiring reinstatement of the strikers who wanted to return to work, the Court of Appeals referred to the various problems involved in reinstating approximately 600 employees[16] and anticipated their resolution "in further administrative proceedings before the Board." The Board's order was not a simple one which could be implemented in a manner free from doubt. During the course of the backpay hearing, seven years after the company implemented its reinstate-

[13] *NLRB v. J. H. Rutter-Rex Mfg. Co.*, 245 F.2d 594 (5th Cir. 1957).
[14] R. 957.
[15] R. 1023-1025.
[16] 245 F. 2d at page 598. The Court said: "The numerous questions which the employer insists now plague it, such as the possibility of non-strikers voluntarily terminating employment with subsequent replacement during the strike, the availability of work at various times considering the nature of these manufacturing operations, the number of strikers who may have declared their unwillingness to return to work, the lost pay, if any, the conduct of some specified strikers which may afford a basis for denying reinstatement, are not foreclosed. Their resolution can come either in further administrative proceedings before and through the Board or in direct contempt proceedings, if brought before us, for failure to comply with our order decreeing enforcement."

ment program, the attorneys representing the General Counsel and the Trial Examiner did not have easy answers to all of the legal problems involved. The Board's duty was to proceed with dispatch to the settlement of the problems inherent in the reinstatement problem anticipated by the Court of Appeals when it enforced the reinstatement order.[17]

In contending that the Court of Appeals should not have considered the Board's delay as justifying a modification of the backpay award, the Board relies upon *W. C. Nabors v. NLRB*, 323 F. 2d 686 (5th Cir. 1963). The *Nabors* case involved a Board finding of discriminatory discharge of certain employees followed by an order to reinstate them. The Board's order was resisted throughout the litigation by the respondent company in the face of a clearly defined obligation stated in the order, and the company's recalcitrance was such that the Board resorted to civil contempt proceedings. On the contrary, respondent was faced with an order which did not set forth a clearly defined obligation. The Board order did not name the individuals who were entitled to reinstatement, and did not provide the dates upon which they were due reinstatement. The Court of Appeals, in enforcing that order, took cognizance of the problems involved in implementing the order and anticipated their prompt resolution by the Board. The backpay specification in this case is evidence, not of resistance to the Board order, but of substantial compliance with it. Respondent in its various letters to the Board,[18] and particularly its letter of November 7,

[17] "Every agency shall proceed with reasonable dispatch to conclude any matter presented to it, except that due regard shall be had for the convenience and necessity of the parties and their representatives." 5 USCA § 1005 (a).

[18] R. 949-957.

1957,[19] advised the Board of the reinstatement steps which had been taken and solicited the Board's cooperation so that respondent could take any additional steps which were necessary "in order to ensure full compliance with the decree".

The Board argues that its function is a public one and that it acts in a public capacity to carry out the purposes of the National Labor Relations Act. Respondent agrees, but the public function of the Board demands that it discharge its administrative duties with due consideration for the rights of *all* parties, including the respondent, and the Court of Appeals had the right to protect the respondent from the effect of the Board's delay. In *Deering Milliken, Inc. v. Johnston*, 295 F. 2d 856 (4th Cir. 1961), the district court predicated an injunction against a Board hearing upon findings that a second remand order in an unfair labor practice case was in violation of the Board's duty to dispose of the case with reasonable dispatch. The Court of Appeals found that under Section 10(e) of the Administrative Proceedings Act the courts have the right and the duty to enforce the Act's requirements that the Board proceed with reasonable dispatch. The Court said (page 868):

> "*What is required is some balance between the interest of the Board, of the Union, and of the employer.* It should be recognized, on the one hand, that the court should not interfere with any reasonable exercise of the Board's discretion in controlling the progress of the proceedings pending before it. *On the other hand, adequate protection of the employer's rights should be afforded.*" (respondent's emphasis)

[19] R. 957.

Respondent submits that the Court of Appeals acted properly in exercising its jurisdiction to adjust the Board's backpay award so that respondent did not bear the full weight of the Board's delay in the discharge of its administrative duties.[20]

In *Wallace Corporation v. NLRB*, 159 F. 2d 952 (4th Cir. 1947), the court defined the duty of the Board in obtaining compliance with its orders:

> "Such general orders are analogous to interlocutory judgments of courts fixing liability but leaving for future determination questions as to amount of liability; and our decrees affirming or enforcing them are analogous to our affirmance of interlocutory judgments on appeal. After the general order of the Board for backpay and reinstatement is affirmed or ordered enforced by us, the *Board must work out the details of reinstatement and of the amounts to be paid as backpay under the general provisions of the order.* This can ordinarily be done by negotiation; but, if controversy arises, the facts must be found by the Board, the body to which Congress has committed the administrative process. *Phelps Dodge Corp. v. NLRB*, 313 US 177." (159 F.2d at p. 954) (respondent's emphasis)

Section 101.15 of the Board's rules provides:

> "After a Board order has been enforced by a court decree, the Board has the responsibility of obtaining compliance with that decree. Investigation is made by the Regional Office of the re-

[20]There is authority for the suspension of all backpay when it is attributable to the Board's delay. *NLRB v. Trama*, 293 F. 2d 28 (9th Cir. 1961).

spondents efforts to comply.[21]

The Board seeks to justify its failure to discharge this responsibility by reference to the heavy case load and limited personnel in its regional office, and avers that "for this reason, the Board did not write the company specifically concerning the backpay aspects of the company's case until March 1960 . . . ."[22] This assertion is gratuitous, and is contrary to the previous admissions of delay by representatives of the Board. In the Fifth Circuit's decision refusing to permanently enjoin the backpay hearing, the Court stated:[23]

> "In effect, counsel for the Board has admitted the obvious assertion of the employer that there has been inordinate delay in the case."

During oral argument of the petition to review the backpay award, the Board's counsel admitted that the Board was "redfaced" about its own delay.[24] In a belated attempt to justify its failure to act with reasonable promptness, petitioner argues that the New Orleans Regional Office was understaffed and that the case load was excessive. The Board makes no reference to the fact that the New Orleans Regional Office *was commended for its unusually rapid handling of its cases during the period of delay about which respondent complains.*[25] It is abundantly clear from the record that the Board did not begin to

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[21]29 CFR 101.15.
[22]Page 5 of petition for certiorari.
[23]*NLRB v. J. H. Rutter-Rex Manufacturing Company*, 305 F. 2d 242, 244 (5th Cir. 1962).
[24]Transcript of Argument, R. Vol. 11, p. 58.
[25]R. 721-722.

work on the compliance phase of the case until late in 1960 or early in 1961.[26]

Petitioner's argument in support of the petition is that under no circumstances should any breach of its duty to act with reasonable dispatch be asserted as a defense by a respondent in a backpay hearing. Carried to its logical conclusion, this could mean that petitioner could have delayed the filing of the specification, not for four years, but perhaps for ten or twenty years and thereby have assured the bankruptcy of this or any respondent. But as stated in *Deering Milliken, Inc.*, supra, at page 863:

> "The explicit provisions of § 10(e) of the Administrative Procedure Act, that the courts shall compel agency action unlawfully withheld or unreasonably delayed, is an affirmative statutory declaration of the congressional purpose that the requirement in § 6 of that Act, that

[26]Although the Board was advised of the details of the reinstatement program in 1957 (R. 950-957), it was not until March 22, 1960 that the Board requested respondent's payroll records "to analyze the amounts of backpay due and the rights of employment of strikers" (R. 958). It was in this letter that the Board stated that it realized it was in the position "of having delayed action in the matter over a period of several years". The Social Security records which the Board states it was required to review in its investigation were not obtained until 1961. Many of the claimants' authorizations to the Board to obtain these records are in Volume X of the record. These are not dated but some contain a "Received" stamp affixed by the Board which is visible on the copy. Of the 14 authorizations in Volume X whereupon the date is discernible, 12 are dated in 1961. (R. vol. 10 pp. 205 216, 219, 221, 224, 232, 238, 260, 267, 281, 284.)

Twenty-three of the affidavits taken by the Board from claimants are in the supplemental certified record. Thirteen are dated in 1961 and ten in 1960. (Exhibits R-6, 7, 10, 13, 18, 30, 38, 48, 50, 51, 52, 66-B, 73, 74, 84, 94, 113, 124, 128, 133, 134, 137, 172.)

The Board addressed form letters to the claimants requesting information on attempts to return to work at the company. Copies of nine such letters are in the supplemental certified record and with the exception of two dated in May and December 1960, all are dated in 1961. (Exhibits R-81, 86, 97, 98, 139, 144, 173, 195, 201.)

It is also interesting to note that the affidavit of the Regional Director (R. 732-7334) which was intended to prove the fact that the Regional Office was understaffed and overworked makes no reference to when the Regional Office began to work on the Rutter Rex compliance problems.

> agency action be concluded with reasonable dispatch, gives rise to legally enforceable rights of the parties to the proceeding. Its formally declared intention is fully supported by the legislative history. The committee report in the Senate said that the requirement that agencies proceed with reasonable dispatch to conclude the matter presented is a 'legal requirement' that an agency shall not deny relief or fail to conclude a case by mere inaction. Of the same requirement, the report of the committee in the House says that no agency 'shall in effect deny relief or fail to conclude a case by mere inaction, or proceed in a dilatory fashion to the injury of the person concerned. *No agency shall permit any person to suffer injurious consequences upon unwarranted official delay.*'" (respondent's emphasis)

CONCLUSION

Petitioner's attempt to equate the action of the Court of Appeals with the doctrine of laches proceeds from the assumption that the award of backpay is mechanically compelled as a matter of law. But as stated by this Court in *Phelps Dodge Corporation v. NLRB*, 313 U.S. 177, 198 (1941):

> "The remedy of backpay, it must be remembered, is entrusted to the Board's discretion; it is not mechanically compelled by the Act."

The Court may review the Board's exercise of its discretion in a case in which it has found that the Board has increased the backpay award by delays which are unreasonable. Petitioner's attack on the adjustment of the backpay period in this case, if successful, would establish the principle that under no circumstances may a review-

ing court adjust a backpay award, regardless of the extent and nature of the Board's delay in the performance of its functions. If this were the law, a regional director who was so disposed could increase the liability of a respondent by prolonged inaction. It is no answer to say, where a reinstatement order is involved, that an employer can limit its exposure by immediately reinstating everyone who applies for reinstatement, for reinstatement problems involving large numbers of employees are not simple. In reinstating one employee, a company may violate the employment rights of another. No employer can be certain that its actions will satisfy a Board Agent who critically examines them many years after the fact. Where, as in this case, the Board issues a general order which is analogous to an interlocutory judgment, and does not fulfill its obligation to work out the details of compliance with the order, the minimum requirements of due process are not met when the Board criticizes the reinstatement program of the employer after the fact and imposes a substantial monetary penalty because the employer did not do precisely what the Board says it should have done under its imprecise order. The petition for certiorari filed by the Board should be denied.

Respectfully submitted

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CERTIFICATE

It is certified that three copies of the foregoing opposition to petition for writ of certiorari by the National Labor Relations Board have been served by mail, by depositing the same in a United States mail box, first class airmail postage prepaid, addressed as follows:

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IN THE

Supreme Court of the United States

October Term, 1968

No. ~~986~~ 32

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

J. H. RUTTER-REX MANUFACTURING COMPANY, INC., *et al.*,
Respondents.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

BRIEF FOR RESPONDENT, AMALGAMATED CLOTHING WORKERS OF AMERICA, AFL-CIO

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IN THE

Supreme Court of the United States

October Term, 1968

No. 925

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

J. H. RUTTER-REX MANUFACTURING COMPANY, INC., *et al.*,
Respondents.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

BRIEF FOR RESPONDENT, AMALGAMATED CLOTHING WORKERS OF AMERICA, AFL-CIO

The Respondent, Amalgamated Clothing Workers of America, AFL-CIO (the "Union"), a party to the proceeding in the court below, submits this brief pursuant to Rule 21, par. 6, of the Rules of this Court, in support of the position of petitioner, National Labor Relations Board (the "Board") on writ of certiorari to review the judgment of the United States Court of Appeals for the Fifth Circuit.

Opinions Below

The opinion of the court of appeals (A. 957) is reported at 399 F. 2d 356 (1968). The Board's supplemental decision and order (A. 3) are reported at 158 N.L.R.B. 1414 (1966).

Jurisdiction

The judgment of the court of appeals was entered on August 26, 1968 (A. 974). On October 1, 1968 it denied timely petitions by the Board and the Union for rehearing *en banc* (A. 976). On December 23, 1968 Mr. Justice Fortas extended the time for filing a petition for writ of certiorari to and including January 9, 1969. The writ was granted on March 3, 1969. The jurisdiction of this Court has been invoked under 28 U.S.C. § 1254(1).

Statutes Involved

The relevant provisions of the National Labor Relations Act, as amended (61 Stat. 136, 29 U.S.C. 151 *et seq.*) are as follows:

* * *

PREVENTION OF UNFAIR LABOR PRACTICES

Sec. 10. * * *

(c) * * * If upon the preponderance of the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action including reinstatement of employees with or without back pay, as will effectuate the policies of this Act: *Provided,* That where an order directs reinstatement of an employee, back pay may be

required of the employer or labor organization, as the case may be, responsible for the discrimination suffered by him:

* * *

The relevant provisions of the Administrative Procedure Act (60 Stat. 237, 5 U.S.C. 1001, *et seq.*) are as follows:

ANCILLARY MATTERS

Sec. 6. Except as otherwise provided in this Act —(a) APPEARANCE.—* * * Every agency shall proceed with reasonable dispatch to conclude any matter presented to it except that due regard shall be had for the convenience and necessity of the parties or their representatives. * * *

Sec. 10. * * *

(e) SCOPE OF REVIEW.—So far as necessary to decision and where presented the reviewing court shall decide all relevant questions of law, interpret constitutional and statutory provisions, and determine the meaning or applicability of the terms of any agency action. It shall (A) compel agency action unlawfully withheld or unreasonably delayed; and (B) hold unlawful and set aside agency action, findings, and conclusions found to be (1) arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law; (2) contrary to constitutional right, power, privilege, or immunity; (3) in excess of statutory jurisdiction, authority, or limitations, or short of statutory right; (4) without observance of procedure required by law; * * *

Question Presented

Whether the court of appeals erred in denying employees backpay to which they were otherwise entitled under the National Labor Relations Act because of the Board's alleged "inordinate delay" in processing the backpay claims for submission to a recalcitrant employer represented since prior to the commission of the underlying unfair labor practices by the same firm of experienced labor counsel.

Statement of the Case

Background

In the words of the court of appeals the "origins of the difficulty" (A. 958; 399 F. 2d 357) lie in the Union's efforts to organize the 600 employees of respondent, J. H. Rutter-Rex Manufacturing Company, Inc. (the "Company"). These efforts began in 1949 and were marred by threats and unlawful promises of benefits as found by the Board (86 N.L.R.B. 470; 90 N.L.R.B. 130) and the Fifth Circuit Court of Appeals (189 F. 2d 610).

Continued unfair labor practices by the Company prevented the employees from exercising their organizational rights. The court of appeals (229 F. 2d 817) sustained a Board finding (111 N.L.R.B. 1099, 1105) that in 1953 the President of the Company made a speech in which he threatened to discharge, if necessary, four or five hundred employees to keep the Union out of his plant. The record in that earlier case, said the court below, was "permeated throughout with cogent testimony of company antipathy toward the union" (A. 958; 399 F. 2d 357, citing 229 F. 2d 819).

Even though the Union's efforts culminated in 1954 with certification after election of the Union as collective bargaining agent of the Company's employees, the court of appeals in the case which gave rise to the instant proceeding concurred (245 F. 2d 594) in the Board's finding (115 N.L.R.B. 388) that the one year strike of 1954-1955 was provoked by the Company's categorical refusal to continue negotiating. The Board's Trial Examiner found "multiple uncontradicted proof that Company representatives from J. H. Rutter on down declared at various times to individual strikers that the Company would not sign any contract with the Union" (115 N.L.R.B. 388, 396).

The Backpay Proceedings

The Board order in the unfair labor practice case underlying the instant proceeding contained the usual requirement that strikers be reinstated to their "former or substantially equivalent positions" with an employee's backpay to commence five days after his application for reinstatement (115 N.L.R.B. 391).

On August 21, 1957, two days after the entry of the decree by the Court of Appeals for the Fifth Circuit enforcing the Board order, Board attorneys wrote the Company offering their assistance in "effecting prompt compliance" and advised the Company that notification of closing of the case would follow full compliance with the court's decree. "Until you receive such notice you will know that the case remains open for all purposes as awaiting compliance" (A. 967; 399 F. 2d 362). On November 7, 1957, counsel for the Company wrote the Board that his client had already complied with "some" of the provisions of the decree and was then engaged in bargaining with the Union. Counsel asked to be advised of any instance of a failure to "fully" comply (A. 966; 399 F. 2d 362).

Pursuant to a letter dated March 22, 1960, the Board commenced an investigation of Company records to ascertain the extent of compliance (A. 968; 399 F. 2d 362). On November 16, 1961, the Board issued a backpay specification which alleged as of July, 1961 monetary claims totalling approximately $342,000 on behalf of only 207 of 575 strikers who sought backpay (A. 961; 399 F. 2d 359). Following a hearing which concluded on September 30, 1963, after more than fifty-eight sessions (A. 971; 399 F. 2d 364), the Board's Trial Examiner denied backpay entirely to 35 of the claimants and reduced the money total to $160,894.69 as of June 30, 1961 (R. 7-8, 166-554). In sustaining its examiner in significant part, the five-man Board reduced slightly the Company's monetary liability to $159,016.32 (A. 961; 399 F. 2d 359). The court of

appeals further narrowed the examiner's recommended order by refusing to enforce the award as to ten employees and tolling backpay entirely as of June 30, 1959 (A. 972; 399 F. 2d 365).

During the crucial hiatus between the Company's letter of November 7, 1957 and the issuance of the specification in 1961, admittedly the manpower resources of the Board's regional office in New Orleans were extremely limited (R. 732-4, 968-9). Moreover, the Company did not seek court relief or clarification of the Board's reinstatement order or advice as to further proceedings until after the Board's letter of March 22, 1960 (A. 969; 399 F. 2d 363). On November 7, 1957, when the Company asked to be informed of "any instance of a failure to fully comply with the order" (A. 966; 399 F. 2d 362) over two years after the strike ended, the Company, "experienced in labor disputes and represented by outstanding counsel" (A. 963-4; 399 F. 2d 360) had failed to reinstate at least seventy employees while retaining approximately fifty-three replacements on the payroll (R. 196-7).

In the opinion presently on review, the court of appeals, on authority of *W.C. Nabors* v. *NLRB*, 323 F. 2d 686 (5th Cir. 1963), cert. denied, 376 U.S. 911 (1964), rejected the Company's defense of laches. In reciting this Company's history of unfair labor practices, the court also noted that the Company "began digging its costly pit by refusing to bargain with the duly certified union" (A. 960; 399 F. 2d 359). The Company was aware of the difficulties that would result from "its forthright but risky course of declining to bargain at all . . ." (A. 963; 399 F. 2d 360; citing 245 F. 2d 598). The Company, said the court, could not have "misunderstood" the 1957 decree enforcing the Board's reinstatement order (A. 964; 399 F. 2d 360).

The court concluded, however, despite an earlier finding that this employer was no "babe in the woods, now about to be victimized for ignorance or inadvertent inepti-

tude in the field of employer-employee relations" (A. 958, 399 F. 2d 358), that the Company, receiving no reply for two and one half years to its 1957 letter, "was lulled into the belief that the Board was satisfied and that no further action was to be expected" (A. 970; 399 F. 2d 363). Accordingly, for the stated objectives of vindicating the purposes of the Act, effectuating the intent of Congress and preserving the Company's due process rights, the court unequivocally and forever terminated all accrued backpay as of July 1, 1959 after "the three years" (sic) between the end of the strike and the decree of enforcement,* plus two additional years (A. 972; 399 F. 2d 365).

ARGUMENT

POINT I

The Tolling of Backpay Contravenes Well-Established Law.

The lower court decision presently under review cites no authority that explicitly sustains its essential holding. In fact, the court implictly disregards its prior decision in *W.C. Nabors* v. *NLRB, supra,* a case involving a similar delay by the Board in which the court held that the Company could not avail itself of the defense of laches, could not invoke a state statute of limitations and could not introduce evidence of irreparable injury caused by undue administrative delay. *A fortiori,* this case, where the employer at a hearing held before *Nabors* came down was given every opportunity by the Trial Examiner to show irreparable injury but failed to do so.

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* The strike ended on April 5, 1955. The decree granting enforcement was issued on August 31, 1957 (A. 964-6; 399 F. 2d 360, 362).

The decision in this case attempts to avoid *Nabors* by relying upon the court's statutory power to modify Board orders (A. 970-1; 399 F. 2d 363-4), citing *NLRB* v. *Brown*, 380 U.S. 278, 291 (1965); National Labor Relations Act, as amended §§10(e), (f), 29 U.S.C. §§160(e), (f) (1958 ed.); but since the court could not quarrel with the Board's findings of fact nor the agency's reliance upon existing law, the court modified on grounds that can only suggest the equitable defense of laches explicitly rejected in *Nabors*.

Moreover, the court of appeals incorrectly interprets *Brown* and *Deering Milliken Inc.* v. *Johnston*, 295 F. 2d 856 (4th Cir. 1961) to permit circuit courts to strike a "balance between the interest of the Board, of the Union, and of the employer" (A. 971; 399 F. 2d 364). It is significant, for our purposes, that the court's formulation omits any reference to the aggrieved employees, but it is apparent from a close reading of the decisions of this Court and of the Fourth Circuit that both tribunals simply affirmed the obligation of the federal courts to scrutinize judgments made by the *Board* "as to the proper balance to be struck between conflicting interests". *NLRB* v. *Brown, supra* at 291; cf. *Deering Milliken, Inc.* v. *Johnston, supra* at 856.

In another circuit court decision, cited as authority for the decision below (A. 971; 399 F. 2d 364), *NLRB* v. *Ozark Hardwood Company*, 282 F. 2d 1 (8th Cir. 1960) the case was remanded, without prejudice, to the Board to determine whether certain backpay awards should be rejected because some employees might have retired during the backpay period (at 7-8). In other words, the court in *Ozark Hardwood Company*, in conformity with established law, simply refused to enforce a Board order that apparently was unsupported by substantial evidence and legal principles governing backpay determinations. The court below in this case exercised the same authority, though without enunciating reasons, in disqualifying an additional ten claimants (A. 972; 399 F. 2d 365).

While this Court in *Brown* emphasized that the balance struck by the Board was not immune from judicial examination and reversal in "proper cases" (380 U.S. 298), such situations (at 298, note 5) included *NLRB* v. *Babcock & Wilcox Co.*, 351 U.S. 105 (1956) where a Board finding that an employer's refusal to allow distribution of union literature on a company owned parking lot violated § 8(a)(1) of the Act, was set aside "as resting on an *erroneous legal foundation*" (emphasis supplied) (380 U.S. 298, note 5). This Court in *Brown* also said (*ibid.*) that since *NLRB* v. *Truck Drivers' Local Union No. 449* (Buffalo Linen Supply Co.), 353 U.S. 87 (1963) "numerous Board orders have been set aside as outside of the *Board's statutory authority*" (emphasis supplied).

There is nothing in the lower court decision in this case to indicate that the Board exceeded its statutory authority, or that the Board order conflicts with prior law or is unsupported by substantial evidence on the record considered as a whole or constitutes an unreasonable exercise of the Board's administrative discretion. Instead, the court, enunciating new principles of substantive law as well as judicial review not contemplated by § 10(e) of the National Labor Relations Act or § 10(e) of the Administrative Procedure Act chose to punish the Board for its administrative delays by denying backpay to innocent employees.

POINT II

The Tolling of Backpay Constitutes an Unwarranted Interference with the Board's Expertise.

It is a matter of historical record that the Board, a regulatory agency, exists to bring special expertise to the volatile area of labor-management relations. In a 1941 decision, this Court said "the relation of remedy to policy is peculiarly a matter for administrative competence.

Courts must not enter the allowable area of the Board's discretion and must guard against the danger of sliding unconsciously from the narrow confines of law into the more spacious domain of policy". *Phelps Dodge Corp.* v. *NLRB*, 313 U.S. 177, 192 (1941).

In this case, the lower court wrongly substituted its own judgment for that of the Board in deciding what remedy in this case would best effectuate the purposes of the Act. In so doing, however, it is ironic that the court arrogated to itself an extra-statutory authority more exalted than the kind usually associated with the Board on reversals. "Congress has not given the Board untrammeled authority to catalogue which economic devices shall be deemed freighted with indicia of unlawful intent." *NLRB* v. *Insurance Agents' International Union*, 361 U.S. 477, 498 (1960).

The court sought to protect what it described as the "Due Process" and statutory rights of one respondent employer while disregarding the Board's principal mandate to effectuate public policy and not private rights. In *Phelps Dodge Corporation, supra*, this Court sustained an order calling for the reinstatement with interim backpay of discriminatees who had obtained "substantially equivalent employment" elsewhere (313 U.S. 192). To do otherwise, this Court held, would restrict the Board to the correction of private injuries (*ibid.*).

Moreover, the backpay remedy is "designed to vindicate the public policy of the statute by making the employee whole for losses suffered on account of an unfair labor practice". *Nathanson* v. *NLRB*, 344 U.S. 25, 27 (1952). While the court's attempt to protect this Company's due process rights against lawful Board activity flies in the face of all precedent, this Court in one case declined to shorten the period of backpay compensation despite the Board's two-year delay in issuing a decision and order; this Court refused to "penalize the employees" for the delay. *NLRB*

v. *Electric Vacuum Cleaner Co., Inc.*, 315 U.S. 685, 698 (1942).

In this case, the concern of the court of appeals is misplaced. Board delays will generally discourage employees in the exercise of their organizational rights but in most cases, as in this one, the lapse of time between the enforcement of a Board order and issuance of a backpay specification will have no serious impact, financial or otherwise, on the delinquent employer. For example, interest (at a modest rate of 6%) did not begin to accrue on the money owing by this Company until June 2, 1964 (A. 962; 399 F. 2d 360), the date of the Trial Examiner's decision, nine years after the strike ended. At the same time, the drastic court modification conceivably will persuade other employers that the National Labor Relations Act may be defied with near impunity.

Perhaps most important, in substituting its own judgment for that of the Board, the court, of necessity, had to make a factual determination, unsupported by the evidence, that the Board's delay was "inordinate". Aside from the fact that the record is barren of any evidence that earlier issuance of the specification would have altered the posture of this case, the record does contain uncontroverted testimony that the Board's New Orleans region "had an extremely heavy case load" (A. 969; 399 F. 2d 363). But the court gratuitously decided that the regional office could have deployed one or more of its six attorneys to work on this case (*ibid.*). In a similar case the Second Circuit, more realistically, attributed delay in issuing a specification to the "inherently time-consuming nature of the backpay remedy, complicated by a serious and protracted shortage of Board personnel capable of preparing the specification". *NLRB* v. *Mastro Plastics Corporation*, 354 F. 2d 170, 180-1 (2nd Cir. 1965), cert. denied 384 U.S. 972 (1966).

In short, the court of appeals substituted its own judgment for the expertise of the Board, acknowledged by this Court in many decisions, to effectuate the policies of the National Labor Relations Act; in so doing, however, and against the weight of the evidence, the court decided how the Board should best conduct its internal affairs.

POINT III

The Tolling of Backpay Does Violence to the Equities in This Case.

We have shown above that the lower court, contrary to precedent, in effect granted the Company's defense of laches and, in excess of its authority, not only undertook to balance itself the competing interests among the parties but also substituted its judgment, based on speculation only, for that of the Board in conducting the daily operations of the New Orleans regional office.

But assuming *arguendo* that we are wrong on these points, it is nevertheless clear that the court of appeals has chosen to make new law at the expense of innocent employees and for the benefit of an employer who consciously embarked on a course of conduct designed to frustrate the purposes of the Act, as the lower court itself has documented (229 F. 2d 816; 245 F. 2d 594).

More important, however, the court of appeals expressed concern for the "Due Process", *i.e.* substantive, property rights of the Company (A. 972; 399 F. 2d 365); contra, *Snell, et al.* v. *Wyman, Commissioner, et al.*, 281 F. Supp. 853 (S.D.N.Y. 1968) aff'd per curiam — U.S. —, 89 Sup. Ct. 553 (1969); *Thorpe* v. *Housing Authority of Durham*, — U.S. —, 89 S. Ct. 518 (1969), cf. *Lochner* v. *New York*, 198 U.S. 45 (1905). The court *suggested*, without evidentiary support, that the Company was handicapped at the hearing in attempting to prove facts in mitigation of damages. The court *speculated* that the Company's problems were compounded by the delay (A. 971).

But the court also overlooked its earlier finding that both the Company and its counsel, to use a euphemistic expression, were highly sophisticated in labor matters (A. 963-4; 399 F. 2d 360). Charged with knowledge of the reinstatement obligation in unfair labor practice situations enunciated by the Supreme Court fourteen years earlier in *Phelps Dodge Corp., supra* (at note 7), the legal representatives of this employer could not reasonably have supposed that the Board would drop the claims of strikers denied reinstatement. Indeed, a complaint had issued and a hearing held on the refusal to bargain charge before the strike ended (115 N.L.R.B. 388).

Moreover, the resolution of most of the problems referred to by the court, *e.g.* "proving there was a job available . . . whether a discharge after reinstatement was made in good faith . . ." (A. 971; 399 F. 2d 364) was solely within the power of the Company. The Company failed to adduce proof at the hearing not because of the delay factor but because this company had chosen to brazenly disregard its reinstatement obligation.

Even in the limited area of search for employment, where the Company to some extent had to refute the oral testimony of claimants, the Company's experienced counsel, in examining uneducated witnesses, sometimes unfairly adduced contradictions in testimony. It is true that many claimants could not remember dates and places of searches for employment but it is naive to suppose that a witness's recollection of factories visited during specific calendar quarters would be clearer two years rather than three or four years after the events. Certainly, any respondent in a backpay proceeding will have difficulty on this score but this is included among the foreseeable consequences of his wrongdoing.

Moreover, the court of appeals erred in its gratuitous assertion that "Actually, about all the Company could do . . . was to cross-examine . . ." (A. 971; 399 F. 2d 364).

On the contrary, the Company was furnished statements made by claimants to Board personnel as well as records of interim earnings and unemployment insurance payments. The Company, with some success, introduced spurious "business records" into evidence that, if fully accepted by the examiner, would have destroyed most of the backpay claims (A. 205-7). The Company was able to use applications for employment to attack claimants' credibility as to periods of pregnancy, etc.

Finally, the absence of documentary evidence of interim employment creates at least a serious inference that these low-income claimants, faced with deep suffering as an alternative, did not work solely because employment was unavailable and not in reliance upon the remote possibility of an NLRB backpay remedy some years later.

CONCLUSION

For the foregoing reasons, the judgment below should be reversed and the Board's backpay order reinstated.

Dated: New York, New York
April 10, 1969

Respectfully submitted,

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In the Supreme Court of the United States

OCTOBER TERM, 1968

No. 925

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

J. H. RUTTER-REX MANUFACTURING COMPANY, INC., ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

BRIEF FOR THE NATIONAL LABOR RELATIONS BOARD

OPINIONS BELOW

The opinion of the court of appeals (R. 957–973) is reported at 399 F. 2d 356. The supplemental decision and order of the National Labor Relations Board are reported at 158 NLRB 1414 (R. 3–18).

JURISDICTION

The judgment of the court of appeals was entered on August 26, 1968 (R. 974–975). On October 1, 1968, the court of appeals denied the Board's timely petition for rehearing *en banc* (R. 976). On December 23, 1968, Mr. Justice Fortas extended the time for filing a petition for a writ of certiorari to and includ-

ing January 9, 1969, and the petition was filed on that date; it was granted on March 3, 1969 (R. 977). The jurisdiction of this Court rests on 28 U.S.C. 1254(1).

QUESTION PRESENTED

Whether the court of appeals erred in denying employees back pay to which they were otherwise entitled under the National Labor Relations Act because of the Board's alleged "inordinate delay" in processing the backpay claims.

STATUTES INVOLVED

The relevant provisions of the National Labor Relations Act, as amended, 61 Stat. 136, 73 Stat. 519, 29 U.S.C. 151, *et seq.*, and the Administrative Procedure Act, 60 Stat. 237, 5 U.S.C. (1964 ed.) 1001, *et seq.*, are set forth in the Appendix, *infra*, pp. 29–30.

STATEMENT

In April, 1954, after the respondent J. H. Rutter-Rex Manufacturing Co. ("the Company") failed to bargain in good faith with the certified representatives of its employees, the Amalgamated Clothing Workers of America, AFL–CIO,[1] the employees went on strike. Unfair labor practice charges were filed against the Company. In April, 1955, while these charges were pending, the Union terminated the strike and unconditionally applied for reinstatement on behalf of 159 strikers (R. 44–46; 649–652, 733–738, 740–742). Rather than make an immediate offer to reemploy these strikers—which would have avoided any possibility of backpay liability as to them—the Company responded

[1] The Union is a party here.

that strikers desiring to return to work should apply at its personnel office at a rate no greater than 20 per day (R. 44–45; 651, 739). As a result, some strikers were never reinstated, and others were reinstated more than five days after their unconditional applications to return (*infra,* p. 6).

The Board concluded its consideration of the unfair labor practice charges against the Company in February, 1956. It found that the Company's actions had violated Section 8(a)(5) and (1) of the National Labor Relations Act, 29 U.S.C. 158(a)(5) and (1), and had prolonged the strike. It accordingly directed, *inter alia*, that the Company:

> Upon application, offer immediate and full reinstatement to their former or substantially equivalent positions to all those employees who went out on strike on April 21, 1954, or thereafter, * * * dismissing if necessary all persons hired on or after that date, and make such applicants whole for any loss of pay suffered by reason of the [Company's] refusal, if any, to reinstate them * * * [,]

with an employee's eligibility for back pay to commence five days after his application for reinstatement. *J. H. Rutter-Rex Mfg. Co.,* 115 NLRB 388, 391, 417. The court of appeals enforced the Board's order, *National Labor Relations Board* v. *J. H. Rutter-Rex Mfg. Co.,* 245 F. 2d 594 (C.A. 5), and embodied the above provision in its decreee, entered on August 19, 1957 (R. 18, 43).

On August 21, 1957, the Board's regional office wrote to the Company. It offered assistance in "effect-

ing prompt compliance" with the decree and also stated:

> When you have fully complied with the affirmative terms of the decree and there are no violations of its negative provisions, you will be notified that the case has been closed. Until you receive such notice you will know that the case remains open for all purposes as awaiting compliance. [R. 904–905.][2]

On November 7, 1957, counsel for the Company wrote to the regional office that it had complied with "*some* of the provisions of the decree" [emphasis supplied]; he added:

> If any instance of a failure to fully comply with the order is brought to your attention, we would appreciate your contacting us promptly so that such corrective measures as may be necessary can be immediately taken in order to assure full compliance with the decree. [R. 55–56; 632–633.]

Since no unfair labor practice discharges were involved, neither the Board's order nor the court's decree enumerated the specific individuals encompassed by the reinstatement and backpay provisions. Thus, the regional office was faced with the task of locating and interviewing approximately 600 claimants to determine which of them were entitled to offers of

[2] The notice referred to is sent to a respondent whenever a case is closed following compliance with the Board's order. The Company had received such a closing letter from the regional office only a few months earlier, in April 1957 (R. 906–907), in connection with another case in which it was found to have violated the statutory right of its employees. 111 NLRB 1099, enforced, 229 F. 2d 816 (C.A. 5).

l back pay. One contact had been
reinstatemer ssary to determine which employees
made, it was d, the dates of reinstatement, and
had been re been reinstated to their former or
whether the valent jobs. Finally, the regional
substantially te the gross back pay due each eligi-
office had to determine the amount of his earn-
ble claimant nployment which could be credited
ings from of st the Company's backpay liability.
as a set-off (R. 903).

This task rther complicated by the extremely
heavy caseld severely limited staff which the
Board in gea and its New Orleans regional office
in particular rienced at this time and for several
years therea he New Orleans office had only six
attorneys wh court of appeals' decree was entered
in 1957, as o to its present fifteen. Between July
1, 1957 and ber 31, 1961, over 2,200 new cases
were filed in gional office, some involving the in-
vestigation a al of matters of complexity and im-
portance in minister of the Act. When the
decree was e , four other important and complex
compliance c volving over 665 backpay claimants
were already ng;[3] except for occasional help by an
attorney or f aminer, the regional office's one com-

[3] These cases *Lion Oil Co.* v. *National Labor Relations Board*, 245 F. C.A. 8); *National Labor Relations Board* v. *Brown & Ro* 203 F. 2d 139 (C.A. 8); *National Labor Relations Board* v. *Nabors Co.*, 196 F. 2d 272 (C.A. 5), certiorari denied, 1412, enforced U.S. 865; and *B.V.D Company*, 110 NLRB

 ant part, 237 F. 2d 545 (C.A. D.C.).

pliance officer had to work on these cases, as well as the present one and all others in the regions alone. Thus, he had to investigate the backpay and reinstatement rights of well over 1,200 persons and, either by litigation or settlement, secure compliance with Board orders and court decrees.[4] (R. 902–903.)

In October 1957, the regional office had received a list of strikers who had applied for reinstatement and certain payroll records from the Company (R. 625–631). During succeeding months, it also received from employees claiming back pay statements regarding their other employment during the period (R. 639–640, and see *e.g.*, R. 755–758, 763–770, 777–784, 793–796). On this basis, it had been able by March of 1960 to reduce the number of backpay claims from about 600 to 470. It then wrote the Company requesting various payroll, Social Security, and personnel records (R. 634–635). By October 1960, the regional office had sufficient manpower to assign an attorney to work with the compliance officer on the case full time (R. 638–639).

The result of the regional office's investigation was announced on November 16, 1961, in the form of a 428-page backpay specification made in the name of the Regional Director (R. 316–587). The Director found that 207 employees either had never been reinstated or had been reinstated more than five days after their unconditional application, and set forth on their

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[4] Although the New Orleans Office was commended for its case handling (R. 947–948), this was for its work in the year 1961, when with increased manpower it was able, *inter alia*, to finish the backpay specification in this case.

behalf backpay claims as of June 30, 1961, totalling $342,764.07 (R. 581–586).[5]

Before filing its answer to the specification, the Company sought an injunction in the court of appeals against further action in the backpay proceedings, alleging improper delay in issuing the specification. The court of appeals temporarily stayed the proceedings before the Board, but then declined to intervene and dissolved its stay. *National Labor Relations Board* v. *J. H. Rutter-Rex Mfg. Co.*, 305 F. 2d 242. The Company then filed its answer with the Board (R. 588, 601), and the matter proceeded to a lengthy hearing before a Trial Examiner.

In the subsequent proceedings, the Board rejected the Company's repeated objection that the delay in issuing the specification barred the claims. Specific challenges to the awards were entertained, however, and the scope of the backpay order was reduced accordingly. Thus, the Trial Examiner's decision, dated June 2, 1964, denied back pay to 35 of the 207 remaining claimants, and reduced the total amount to be paid to $160,894.69 (R. 315). On June 3, 1966, the Board adopted the Trial Examiner's findings,

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[5] As provided in the Board's Rules and Regulations (Sec. 102.53(a), 29 C.F.R. 102.53(a)), the specification showed in detail, for each employee, "the back-pay periods broken down by calendar quarters, and specific figures and basis of computation as to gross back pay and interim earnings, the expenses for each quarter, the net back pay due, and any other pertinent information." No back pay was calculated for the period after June 30, 1961; but for the court of appeals' decision, however, it would have continued to accrue as to any employee who had not been given a valid offer of reinstatement or had not been fully reinstated by that date (R. 72–73, n. 3).

conclusions and recommendations in substantial part, but modified the award as to 12 individuals; it ordered the Company to pay a total of $159,016.32 to 171 employees (R. 17).

The court of appeals further narrowed the order by refusing to enforce the award as to 10 of the employees, an action which the Board believes to have been erroneous but which did not, in its view, warrant further review here (R. 957–973). The court also, however, ruled that no back pay could be awarded to the remaining 161 employees for any day after June 30, 1959. This ruling cut short the period for 37 employees who had not received complying offers of reinstatement from the Company by that date, and thus would otherwise have been able to claim continuing accrual of back pay.

In support of its ruling, the court stated that the Board had done "nothing of any consequence" to obtain compliance with the reinstatement-backpay aspects of the decree between sending its letter in August 1957, and requesting records in March 1960 (R. 967); and that, although the Company itself had "moved at a snail's pace" in the reinstatement of its employees (R. 966) and could not shift or avoid its duty of compliance by asking the Board to notify it of any instances of noncompliance with the decree (R. 968), nevertheless the Board's inaction constituted "inordinate" delay which "lulled [the Company] into the belief that the Board was satisfied and that no further action was to be expected" (R. 970). The court acknowledged that the doctrine of laches cannot be invoked against the government

(R. 960, 966), but concluded that the Administrative Procedure Act gave the Company "a legal right to expect the Board to proceed with reasonable expedition" and that the "inordinate" four-year delay between the court's first decree and the backpay specification prejudiced the Company's ability to defend the backpay claims (R. 968). The court then chose the June 30, 1969, date as the most suitable accommodation of the competing interests "of the Board, of the Union, and of the employees" (R. 972).

ARGUMENT

INTRODUCTION AND SUMMARY

The basic reasoning of the court of appeals was that the Board had been unreasonably slow in handling the compliance aspects of this case, and that the Board's remedy had to be cut back in order to accommodate the harm thereby done to the Company. Although the court denied that it was applying the doctrine of laches against the Board, the reasoning is the same as would have accompanied an application of that doctrine. We therefore contend that a claim of undue delay (laches) cannot be invoked to defeat a public right, and that the Board's remedy of reinstatement and back pay is such a right. Since the court's action here defeats the Board's remedy in substantial measure, it was improper and should be reversed.

Second, we show that, even if it were thought proper in some cases to modify a Board decree because of the effects of delay, the present case would not be appropriate for such an action. In all the cir-

cumstances of the case, the delay involved was not unreasonable. Nor can it be shown that the Company's interests were prejudiced by the delay.

I. THE COURT OF APPEALS' REFUSAL TO ENFORCE PART OF THE BOARD'S REMEDY BECAUSE OF DELAY AMOUNTS TO THE APPLICATION OF LACHES AGAINST PUBLIC RIGHTS, AND IS ERRONEOUS

The equitable doctrine of laches bars a claim entirely if there has been inexcusable delay in seeking a remedy, and the defendant has thereby been prejudiced. *Gardner* v. *Panama R. Co.*, 342 U.S. 29, 31; *Czaplicki* v. *The Hoegh Silvercloud*, 351 U.S. 525, 533. The court below relied upon both of these elements, finding inexcusable delay on the part of the Board and prejudice to the Company in the processing of the backpay claims. The same reasoning would have led to application of the doctrine of laches, barring the entire backpay claim, were that doctrine applicable. Here, the court of appeals stated that it was not applying laches as such, and denied only partially the remedy the Board sought to enforce. Thus, the only difference between the court's reasoning and action, on the one hand, and an application of the doctrine of laches, on the other, was the extent to which relief was foreclosed.

A. THE COURT OF APPEALS CORRECTLY RECOGNIZED THAT IT COULD NOT MAKE A STRAIGHTFORWARD APPLICATION OF LACHES

1. The defense of laches may not be invoked against claims of public right

It is settled doctrine that a suit brought by the United States or any of its agencies to enforce a

public right may not be defeated on grounds of laches. *United States* v. *Summerlin,* 310 U.S. 414, 416; *Chesapeake & Delaware Canal Co.* v. *United States,* 250 U.S. 123, 125; *United States* v. *Knight,* 14 Pet. 301, 315; *United States* v. *Kirkpatrick,* 9 Wheat. 720, 735. The basic reason for the rule "is to be found in the great public policy of preserving the public rights, revenues, and property from injury and loss, by the negligence of public officers." *Guaranty Trust Co.* v. *United States,* 304 U.S. 126, 132, quoting from Story, J., in *United States* v. *Hoar,* Fed. Cas. No. 15,373, p. 330. Cases "where the Government, although a nominal complainant party, has no real interest in the litigation, but has allowed its name to be used therein for the sole benefit of a private person," *United States* v. *Beebe,* 127 U.S. 338, 344, are indeed subject to the ordinary operation of laches; but where a public interest appears, it is clear that laches may not be applied to its prejudice.

By its reliance on Section 6(a) of the Administrative Procedure Act, 5 U.S.C. (1964 ed.) 1005(a) for the proposition that the Company had a right not to be subjected by the Board to undue delay in the processing of compliance issues, the court of appeals may have been saying that by that Act Congress had abrogated the rule that laches is not available as a defense against a claim of public right. But "[t]here is no indication that Congress intended to overrule this long-settled doctrine by the enactment of the Administrative Procedure Act." *Nabors* v. *National Labor Relations Board,* 323 F. 2d 686, 689 (C.A. 5), certiorari denied, 376 U.S. 911. Although Section 6(a)

requires "[e]very agency [to] proceed with reasonable dispatch to conclude any matter presented to it,"[6] the limited remedy for a failure so to act is stated in Section 10(e)(A), 5 U.S.C. (1964 ed.) 1009(e)(A): courts may "*compel* agency action unlawfully withheld or unreasonably delayed" [emphasis added].[7] At least one proposal before Congress when those sections were enacted apparently would have relieved private parties from the consequences of undue agency delay;[8] but no such language appears in the Act. Rather, what legislative history of Section 6(a) there is suggests that it was thought to embody no new principle.[9] Thus, it was characterized as "a statement of legal requirement that no agency shall in effect deny relief or fail to conclude a case by mere *inaction*" [emphasis added].[10] Correspondingly, Section 10(e)(A) was said to recognize "the right of properly interested parties to compel agencies to act where they improvidently refuse to act."[11] This power is relevant only to the command of Section 6(a) that agencies proceed with "reasonable dispatch"; it was stressed that it was not intended to permit the courts to substitute their judgment for agency discretion—as

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[6] The section now provides (80 Stat. 385, 5 U.S.C. (Supp. IV) 555(b)):

> With due regard for the convenience and necessity of the parties or their representatives and within a reasonable time, each agency shall proceed to conclude a matter presented to it.

[7] This provision was unchanged by the 1966 amendments. 80 Stat. 393, 5 U.S.C. (Supp. III) 706(1).

[8] *Legislative History of the Administrative Procedure Act*, S. Doc. 248, 79th Cong., 2d Sess. 333.

[9] *Id.* at 25–26, 204–205, 264, 316, 363.

[10] *Id.* at 205.

[11] *Id.* at 214, 278.

would a complete or partial refusal to enforce the remedy an agency had determined would be in the public interest.[12] Thus, there is reason to believe Congress did not mean to go further and subject agency action already taken to invalidation on the ground of delay.

Deering Milliken, Inc. v. *Johnston,* 295 F. 2d 856 (C.A .4), on which the court below relied (R. 968–969), is consistent with this analysis. There, injunctive relief to compel agency action was sought under Section 10 (e)(A); the court, finding that the Board had unduly delayed a final decision by ordering excessive remands to the Trial Examiner for further hearings, placed restrictions on what further hearings could be held. In so doing, it did not foreclose the Board from proceeding, but ordered it to do so without further unjustified delay. See also *Atlantic & Gulf Steve-*

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[12] *Ibid.;* see also *id.* at 39–40, 230, 323, 370, 377 and *Attorney General's Manual on the Administrative Procedure Act* (U.S. Dept. of Justice, 1947) 65: "The fourth sentence of section 6(a) * * * merely restates a principle of good administration." *Id.*, at 108: "Clause (A) [of Section 10(e)] * * * appears to be a particularized restatement of existing judicial practice" with respect to obtaining relief in the nature of mandamus "to compel an administrative agency to act, *Safeway Stores, Inc.* v. *Brown* * * * [138 F. 2d 278 (E.C.A. 1943), certiorari denied, 320 U.S. 797], or to assume jurisdiction, *Interstate Commerce Commission* v. *United States ex rel. Humboldt Steamship Co.*, 224 U.S. 474 (1912) * * *."

The relationship between Section 6(a) and Section 10(e)(A) is if anything clearer under the recent codification of Title 5. Compare 5 U.S.C. 555(b) ("* * * within a reasonable time, each agency shall proceed to conclude a matter presented to it") with 5 U.S.C. 706(1) ("compel agency action * * * unreasonably delayed").

dores, Inc. v. *Donovan,* 274 F. 2d 794, 802 (C.A. 5); *Safeway Stores, Inc.* v. *Brown,* n. 12, *supra.* The judicial help sought in the present case, on the other hand, was not to speed the compliance proceedings, but to nullify action the agency had already taken. Unlike the relief ordered in *Deering Milliken,* such relief is outside the authority conferred either by judicial tradition, n. 12, *supra,* or the Administrative Procedure Act.

2. The Board's remedy of back pay and reinstatement vindicates a public right

Section 10(c) of the National Labor Relations Act empowers the Board, upon finding an unfair labor practice, to enter an order requiring the respondent, *inter alia,* "to take such affirmative action including reinstatement of employees with or without back pay, as will effectuate the policies of this Act." This Court repeatedly has recognized that the remedy of back pay and reinstatement protects a public, not a private, right. It is "designed to vindicate the public policy of the statute by making the employees whole for losses suffered on account of an unfair labor practice." *Nathanson* v. *National Labor Relations Board,* 344 U.S. 25, 27; *Phelps Dodge Corp.* v. *National Labor Relations Board,* 313 U.S. 177, 197; *National Licorice Co.* v. *National Labor Relations Board,* 309 U.S. 350, 362–363; *Amalgamated Utility Workers* v. *Consolidated Edison Co.,* 309 U.S. 261–265. "Only thus can there be a restoration of the situation, as nearly as possible, to that which would have obtained but

for the illegal discrimination." *Phelps Dodge, supra,* 313 U.S. at 194.

In recognition of the public nature of the remedy, this Court and the courts of appeals consistently have refused to bar it on account of the lapse of time. Thus, in *National Labor Relations Board* v. *Electric Vacuum Cleaner Corp.,* 315 U.S. 685, this Court declined to shorten the period of backpay compensation despite the Board's two-year delay in determining whether there had been any unfair labor practice. While it agreed that the processing of complaints "as quickly as is consistent with good administration is of course essential," it concluded that it could not "penalize the employees" for the delay. 315 U.S. at 698. In *National Labor Relations Board* v. *Mastro Plastics Corp.,* 354 F. 2d 170, 180–181 (C.A. 2), certiorari denied, 384 U.S. 972 (four years between court enforcement decree and Board backpay specification), and *Nabors* v. *National Labor Relations Board,* 323 F. 2d 686, 688–689 (C.A. 5), certiorari denied, 376 U.S. 911 (six and one-half years between court enforcement decree and Board backpay specification), the employer's contention that its backpay liability should be reduced because of the Board's delay was flatly rejected. As the court stated in *Nabors,* 323 F. 2d at 689: "We agree with the Board that the claims set forth in the back pay specifications are not barred by limitations or laches, and further that the evidence offered by the [employer] to show irreparable injury caused by the delay was irrele-

vant." [13] "Inordinate delay in any case is regrettable, but Congress has introduced no time limitation into the Act except that in § 10(b)." [14] *National Labor Relations Board* v. *Katz*, 369 U.S. 736, 748, n. 16.

In sum, proceedings to enforce Board orders for back pay and reinstatement are not "for the sole benefit of a private person," *United States* v. *Beebe*, *supra*, but for the vindication of a public interest. The Fifth Circuit correctly held in *Nabors*, *supra*, that the doctrine of laches could not be applied completely to foreclose enforcement of that right.

B. THE COURT OF APPEALS' REFUSAL TO ENFORCE THE BOARD'S REMEDY ONLY IN PART DOES NOT JUSTIFY ITS LACHES APPROACH

The court of appeals refused to enforce the Board's remedy only in part—that part relating to the period after the arbitrarily chosen date of June 30, 1959. In so doing it appears to have been influenced by its view that "the purpose of a backpay award is *to deter unfair labor practices* * * *" (R. 971, emphasis sup-

[13] See also *National Labor Relations Board* v. *William Davies Co.*, 135 F. 2d 179, 183–184 (C.A. 7), certiorari denied, 320 U.S. 770; *National Labor Relations Board* v. *Wilson Line, Inc.*, 122 F. 2d 809, 815–816 (C.A. 3); *National Labor Relations Board* v. *American Creosoting Co.*, 139 F. 2d 193, 196 (C.A. 6), certiorari denied, 321 U.S. 797; *Pacemaker Corp.* v. *National Labor Relations Board*, 260 F. 2d 880, 883 (C.A. 7); *National Labor Relations Board* v. *Injection Molding Co.*, 211 F. 2d 59, 66 (C.A. 8); *Triplex Screw Co.* v. *National Labor Relations Board*, 117 F. 2d 858, 862 (C.A. 6).

[14] Section 10(b) provides that "no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Board and the service of a copy thereof upon the person against whom such charge is made * * *."

plied) and its assumption that that purpose would be met by its action. Were the purpose so limited, and could deterrence be achieved by only partial enforcement of the Board's award, perhaps the outcome of this case could be justified. But the purpose of a backpay award is not that narrow; the public purposes of the award cannot be satisfied without full enforcement of the Board's award; and it would be inappropriate to penalize the employees for any of the delay complained of in this case.

The notion that the purpose of a backpay award is to "deter" unfair labor practices is at best incomplete. Deterrence is sometimes associated with punishment; but the aim of back pay is not to punish the employer for what he has done, but to restore the situation as nearly as may be to what it was before his act—to remedy any harm done to his employees, to deprive him of any advantage he may have gained, and thereby to restore balance in the labor relationship. The particular remedy of back pay has a further, institutional aspect. Employers may be recalcitrant in complying with Board remedial orders; by delaying or preventing reinstatement, an employer may be able to aggravate or assure the weakening of a union movement which was the target of his unfair labor practices in the first place. To that extent, it may be to the employer's interest to wait for the Board to take the first step in securing compliance with reinstatement orders. The steady cumulation of backpay liability acts as a counter-pressure to this attitude; since at any moment the employer can limit

his liability by making a complying offer of reinstatement, the backpay order serves in this respect to promote self-compliance with reinstatement orders. Cf. *National Labor Relations Board* v. *Seven-Up Bottling Co. of Miami,* 344 U.S. 344, 347–348.

These purposes were not satisfied, and indeed will be frustrated, by the court of appeals' action in limiting enforcement of the Board's award. Those employees who had valid claims to reinstatement but had not yet received complying offers as of June 30, 1959 are made to suffer, without full remedy, harm resulting directly from the employer's unfair labor practices; and to that extent the employer is permitted to retain an illegally acquired imbalance in the labor relationship. Indeed, it has been pointed out that after such long delay even a full backpay remedy "could not undo the economic hardship caused by many years of undeservedly substandard earnings." *Mastro Plastics Corp., supra,* 354 F. 2d at 180-181. Even assuming that the Board is "at fault" for the delay, the Company's obligation to reinstate was continuous and clear; the Company could have limited its backpay obligations at any point by making the requisite offers of reinstatement.[15] The employees, on the other hand, had no control over either the Com-

[15] It is true that the Board's order did not specifically name the employees to be reinstated—a matter which the Company stressed in its Brief in Opposition, p. 5. But this will almost always be the case where, as here, an unfair labor practice strike, rather than unfair labor practice discharges, is involved. As the court of appeals stated, the Company's reinstatement obligation "just could not have been misunderstood" (R. 964). The order here defined the class of employees covered with sufficient specificity to enable the Company to determine to which individuals its obligation ran.

pany's ac
ought not
error. *Nor* the Board's,[16] and hence certainly
Vacuum (the ones to bear the brunt of any
ly, curbin*Labor Relations Board* v. *Electric*
in this c*Corp., supra,* 315 U.S. at 698. Final-
complianc cumulation of back pay, as was done
to increa its the incentive to employer self-
matters. reinstatement orders and is likely
ing comp level of litigation over compliance
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ordained generally, and interference with and
The co the remedial scheme Congress
reasoning
simply a tion is inappropriate even if its laches
It is of c ored, and the question is considered

[16] They review of Board remedies generally.
ihan v. *Nat* lear that the *Board* could have taken
certiorari
compel co compel the issuance of a complaint, *Hour-*
Workers, *or Relations Board*, 201 F. 2d 187 (C.A.D.C.),
Counsel a 345 U.S. 930, and have standing neither to
Relations with a Board order, *Amalgamated Utility*

[17] The f r to veto a settlement between the General
ployees w nployer, *Textile Workers* v. *National Labor*
instatemen 94 F. 2d 738 (C.A.D.C.).
the last d his case underscore this point. Here, 35 em-
But for t Board and court agreed were entitled to re-
accrue fo t received offers thereof as of June 30, 1961,
couraging ch the Board's backpay specification applied.
Under th its order, back pay would have continued to
the possi nployees until an offer was made—thus en-
ment obli pany to honor its reinstatement obligation.
Examinen order, the Company now is subject only to
of reinsta ontempt proceedings to enforce its reinstate-
1964 (R. d can await the Board's initiative. The Trial
Others m at 13 employees still had not received any offer
pany s ob of the conclusion of the hearings before him in
87, 102, 105, 112, 185, 189, 215, 216, 222, 232).
ceived offers that did not fully meet the Com-
see R. 72–73, n. 3).

account of the delay in the compliance proceedings if that had seemed to it to be a significant element of the public interest. *Phelps-Dodge Corp., supra,* 313 U.S. at 198. During the course of the Company's efforts to secure injunctive relief before the processing of the backpay specification, the Board stated that it would consider whether that factor should be taken into account,[18] and the issue was fully litigated before it (R. 52–58). The Board decided, however, against taking the delay into account.

Such remedial matters are peculiarly within the Board's discretion. This Court has continually emphasized the breadth of the Board's authority to mold a remedy to fit a particular violation and undo its ill effects.[19] What the Board ordains will not be set aside "unless it can be shown that the order is a patent attempt to achieve ends other than those which can fairly be said to effectuate the policies of the Act." *Fibreboard Corp.* v. *National Labor Relations Board,* 379 U.S. 203, 216, quoting from *Virginia Electric Co.* v. *National Labor Relations Board,* 319 U.S. 533, 540. In view of the inadequacies even of

[18] Brief for the National Labor Relations Board, *J. H. Rutter-Rex Mfg. Co.* v. *National Labor Relations Board*, No. 16422 (Motion to Enjoin the backpay proceedings) in the United States Court of Appeals for the Fifth Circuit, p. 15 (1962).

[19] See, *e.g., Fibreboard Corp.* v. *National Labor Relations Board*, 379 U.S. 203, 216; *National Labor Relations Board* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U.S. 241, 250; *National Licorice Co.* v. *National Labor Relations Board*, 309 U.S. 350, 361–366; *Virginia Electric Co.* v. *National Labor Relations Board*, 319 U.S. 533, 538–544; *Int'l Ladies' Garment Workers' Union* v. *National Labor Relations Board*, 366 U.S. 731, 735, 736, 739–740; *Franks Bros. Co.* v. *National Labor Relations Board*, 321 U.S. 702.

full back pay as a remedy for the loss suffered by the employees after such delay, and the Company's reluctant attitude toward its reinstatement obligation (R. 49–63), it cannot be said that the Board's determination was improper in this sense.

II. THE BOARD DID NOT UNREASONABLY DELAY THE COMPLIANCE PROCEEDINGS, AND REASONABLY FOUND THAT THE COMPANY HAD NOT BEEN PREJUDICED BY THE DELAY

A. THE BOARD DID NOT UNREASONABLY DELAY THE COMPLIANCE PROCEEDINGS

The court of appeals found that the four years which elapsed between its enforcement decree and the Board's issuance of the backpay specification constituted "inordinate delay" on the Board's part. The Board cannot dispute that this lapse of time was regrettable—although considerably shorter than that which occurred in *Nabors, supra,* and comparable to that in *Mastro Plastics, supra.* It does dispute the finding that the delay was "inordinate," or unreasonable or culpable, a finding necessarily central to the court's laches approach.[20]

> There are no absolute standards by which it may be determined whether a proceeding is being advanced with reasonable dispatch. What

[20] In an earlier opinion, where another panel of the court below declined to enjoin the Board backpay proceeding (see *supra*, p. 7), there is the statement: "In effect, counsel for the Board has admitted the obvious assertion of the employer that there has been inordinate delay in this case" (305 F. 2d at 244). Since the Board had opposed the Company's request for an injunction on jurisdictional grounds, its "admission," if any, was merely for the purpose of obtaining a determination of the jurisdictional issue.

> is reasonable can be decided only in the light of the nature of the proceedings and the general and specific problems of the agency in discharging its functions and its duties. Everyone cannot be given prompt and immediate hearings by an administrative tribunal which has a caseload beyond its capacity to process promptly. Statements of officials of the Board before the Subcommittee of the House Labor Committee on May 8, 1961, Part 2 of CCH Labor Law Reports No. 45, May 18, 1961, disclose the great increase in the caseload and the consequent difficulties which confront the Board in keeping abreast of its work. * * *

Deering Milliken, Inc. v. *Johnston,* 295 F. 2d 856, 867–868 (C.A. 4); see also *Mastro Plastics, supra,* 354 F. 2d at 181. Here, as in *Nabors* and *Mastro Plastics,* the delay was excusable in all the circumstances of the case.

As the court below recognized in its first decision in this case, the task of ascertaining "the myriad of details respecting the right to, and extent of, the remedy as to each specific striker out of [the Company's] large labor force" was formidable.[21] *National*

---

[21] The failure of the Company to comply with the affirmative portions of the Board's order requiring immediate reinstatement, in itself, increased this complexity and thus contributed to the delay in issuing the backpay specification. Had the Company made an immediate offer of reinstatement to all strikers upon entry of the court of appeals' decree, it would both have fixed its backpay liability as of that date and lessened the task of locating and interviewing claimants and determining the amounts of back pay due.

Labor Relations Board v. *J. H. Rutter-Rex Mfg. Co.*, 245 F. 2d 594, 598 (C.A. 5). It was necessary to locate and to make contact with about 600 employees, and to make an extensive study of the Company's personnel and payroll records to determine the threshold question of which employees were entitled to reinstatement. How much back pay was due those employees who had not been promptly or properly reinstated could be resolved only after conducting personal interviews with the employees, taking sworn statements as to their interim employment and search therefor, checking Social Security records, and contacting other employers. (*Supra,* pp. 4–5). The actual preparation of the 428-page backpay specification, once that information was assembled, was itself a protracted chore. To determine gross back pay, it was necessary to find the average gross pay of a control group of 183 Company employees (selected only after a thorough study of the Company's payroll records) for each pay period during the more than six years of the backpay period, and then to allocate these sums to each claimant; to determine net back pay, it was necessary to deduct the claimant's net earnings from other employment from the gross backpay figures, and also to eliminate from the claim all periods when the claimant was out of the labor market because of sickness, pregnancy, or other reasons (R. 25–38).

This task was further complicated by the institutional factors set out in the Statement, *supra,* pp. 5–6: severe understaffing of the Board generally, and its New Orleans regional office in particular; the prior

pendency of other important compliance matters, involving over 665 claimants; and a particularly heavy incoming caseload of unfair labor practice charges and proceedings which prevented the office's attorneys from affording assistance to the compliance officer. Even so, the office was able to eliminate about 130 backpay claims for lack of merit during the period between entry of the enforcement decree and the March 1960 request for further information which marked the resumption of full scale compliance efforts (R. 634–635). "Under these circumstances, *Rutter-Rex* could not have been processed more quickly without prejudice to cases which had been pending for considerably longer periods of time." Affidavit of John F. LeBus, Regional Director of the 15th (New Orleans) Region (R. 902). Considering the complexity of the problem and the paucity of Board resources at the time, it cannot be said that the Board was guilty of negligent or culpable delay in this case.

B. THE COMPANY WAS NOT PREJUDICED BY THE DELAY

The court below also concluded that the Board's failure to respond to the Company's letter of November 7, 1957 (*supra,* p. 4) for over two years lulled the Company "into the belief that the Board was satisfied and that no further action was to be expected" (R. 970). However, the Board's letter of August 21, 1957 (*supra,* p. 4) plainly stated that the Company would receive formal notification when the Board considered the case closed, and that "Until you receive such notice you will know that the case still re-

mains open for all purposes awaiting compliance." The Company was aware of Board procedure in such cases, having just received a formal closing notice after full compliance with the reimbursement provisions of an earlier Board order (*supra*, p. 4, n. 2). Moreover, the court below noted, the Company was "experienced in labor disputes and represented by outstanding counsel," and the command "that the employees should be reinstated upon application and made whole for any loss of pay they might have suffered by a refusal to reinstate * * * was the very heart of the litigation and the decree which followed" (R. 963–964).

Since it had not yet offered reinstatement to some of the strikers or paid any back wages, the Company could not reasonably have believed that the Board's failure to respond to its letter of November 7, 1957 meant that the Board was satisfied that the Company was in full compliance with its order. In any event, as the court below recognized in another portion of its opinion, "the Company could not shift or avoid its duty of compliance by asking the Board to notify it of any failures of compliance which might be brought to its attention" (R. 968).

Nor is there substance to the court's assertion (R. 971) that the Board's delay prejudiced the Company in establishing its affirmative defenses at the backpay hearing. First, the existence of unfair labor practices was promptly determined. Thus, in contrast to cases where delay occurred in determining whether or not there had been any such practices, *e.g., Electric Vacuum Cleaner Corp., supra*, p. 15, the Company was

aware of its reinstatement and backpay obligation throughout the period of the alleged delay. Accordingly, it must also have been aware of the necessity to preserve records and remain in contact with claimants in the event that the terms of its obligations could not be agreed upon with Board representatives. Cf. *National Labor Relations Board* v. *Deena Artware, Inc.*, 361 U.S. 398, 412–414 (concurring opinion).

Second, although the Company's ability to carry its burden to show matters reducing its backpay liability may have depended in large part on cross-examination of the claimants (R. 971), this factor is inherent in the type of information sought to be adduced, and not brought about by delay.[22] As the Trial Examiner pointed out (R. 52–53):

> In the nature of things, evidence concerning an employee's search for work is something peculiarly within the knowledge of the employee. It would be a rare case, indeed, where an employer would have an independent means of ascertaining the facts concerning an employee's search for work years before. And to develop the facts the employer has to rely on the employee whose interests are wholly adverse to those of the employer * * *.[1]
>
> [1] Even in cases which are handled most expeditiously (assuming that the case is litigated in the courts), several years elapse between the events in controversy and the holding of a back pay hearing.

[22] At the hearing, Board counsel turned over to the Company all affidavits obtained from the claimants, statements relating to their search for work and interim earnings, their correspondence with the Board, and their W-2 forms (R. 56–57; Tr. 1357–1361, 2500–2502, 2672–2673, 3239, 4018, 4171, 4957).

Moreover, as already indicated, the Company could have fixed its backpay liability and substantially reduced its litigation burden by making a prompt offer to reinstate the strikers. Instead, the Examiner found (R. 53):

> In over half of the cases here involved the Company defended its delay or refusal to reinstate on the grounds that it had no vacancy for the particular striker in her former operation. [But,] excepting in a very few cases, the Company did not even attempt to offer proof supporting this defense. In many of these cases, such proof as was adduced refuted the very contention being made. In other words, it established that a replacement was still working on the operation which the striker had done before the strike at the time of the striker's application for reinstatement. Thus the problems of proof concerning which the Company complains in this case were largely of its own making * * *. [T]he Company simply refused to dismiss replacements to make room for the returning strikers.

Finally, the decisions of the Trial Examiner and the Board show that the long delay in this case did not prevent the Company from eliciting sufficient facts to warrant a substantial reduction in its backpay liability. And, to the extent that the delay imposed a burden, that burden fell on claimants as well as on the Company.[23]

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[23] Some claimants had their claims dismissed or reduced because of their failure to remember events that occurred years before. See, *e.g.*, claims of Maybelle Johnson (R. 240–241), Anna Parker (R. 254–256), Gloria Dixon (R. 156–157),

CONCLUSION

The judgment of the court of appeals should be reversed insofar as it limits the employee backpay awards contained in the Board's order to the period ending June 30, 1959, and the case should be remanded to that court with directions to enforce the Board's order without that limitation.

Respectfully submitted.

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Mabel Watson (R. 202), Marie Rockett (R. 266–267), Hazel Burns (R. 244–245), Estelle Cornish (Davis) (R. 102–105), Dorothy P. Rubit (R. 11), and Shirley Crawford (R. 151). The claims of some potential claimants were not presented at all because they could not be located or had died (Tr. 217).

APPENDIX

The relevant provisions of the National Labor Relations Act, as amended, 61 Stat. 136, 73 Stat. 519, 29 U.S.C. 151, *et seq.*, are as follows:

* * * * *

PREVENTION OF UNFAIR LABOR PRACTICES

SEC. 10. * * *

(c) * * * If upon the preponderance of the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action including reinstatement of employees with or without back pay, as will effectuate the policies of this Act: *Provided,* That where an order directs reinstatement of an employee, back pay may be required of the employer or labor organization, as the case may be, responsible for the discrimination suffered by him: * * *

The relevant provisions of the Administrative Procedure Act, 60 Stat. 237, 5 U.S.C. (1964 ed.) 1001, *et seq.*, are as follows:

ANCILLARY MATTERS

SEC. 6. Except as otherwise provided in this Act—

(a) APPEARANCE.—* * * Every agency shall proceed with reasonable dispatch to conclude any matter presented to it except that due regard shall be had for the convenience and necessity of the parties or their representatives. * * *

* * * * *

JUDICIAL REVIEW

SEC. 10. * * *

(e) SCOPE OF REVIEW.—So far as necessary to decision and where presented the reviewing court shall decide all relevant questions of law, interpret constitutional and statutory provisions, and determine the meaning or applicability of the terms of any agency action. It shall (A) compel agency action unlawfully withheld or unreasonably delayed; and (B) hold unlawful and set aside agency action, findings, and conclusions found to be (1) arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law; (2) contrary to constitutional right, power, privilege, or immunity; (3) in excess of statutory jurisdiction, authority, or limitations, or short of statutory right; (4) without observance of procedure required by law; * * *.

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1969

No. 32

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

versus

J. H. RUTTER REX MANUFACTURING CO, INC., et al
Respondents.

On Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit

BRIEF FOR J. H. RUTTER REX MANUFACTURING COMPANY, INC., Respondent

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On Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit

---

BRIEF FOR J. H. RUTTER REX MANUFACTURING COMPANY, INC.,
Respondent

MAY IT PLEASE THE COURT:

J. H. Rutter Rex Manufacturing Company, Inc. ("Rutter Rex") submits this brief in support of the opinion of the Court of Appeals for the Fifth Circuit reported at 399 F.2d 356 (1968) (R. 957-973).

QUESTION PRESENTED

WHETHER THE COURT OF APPEALS MAY, UNDER THE JUDICIAL REVIEW PROVISIONS OF THE NATIONAL LABOR RELATIONS ACT AND THE ADMINISTRA-

TIVE PROCEDURE ACT CONSIDER UNREASONABLE AND PREJUDICIAL DELAY BY THE NATIONAL LABOR RELATIONS BOARD IN PROCESSING A BACKPAY PROCEEDING AS THE BASIS FOR MODIFYING THE TERMS OF THE BOARD'S BACKPAY ORDER.

STATUTES INVOLVED

The relevant provisions of the National Labor Relations Act, as amended, 61 Stat. 136, 73 Stat. 519, 29 U.S.C. § 151, et seq., and of the Administrative Procedure Act, 60 Stat. 237, 5 U.S.C. § 1001 et seq., (1964 ed), are printed in the Appendix, infra. pp. 23-26.

STATEMENT OF THE CASE

In April, 1954, while company and Union representatives were engaged in collective bargaining, the Amalgamated Clothing Workers of America (the "Union") called a strike at the Rutter Rex plant in New Orleans. The strike lasted one year. In March, 1955, while the strike was still in progress, the Board held a hearing to determine whether Rutter Rex had refused to bargain with the Union in violation of Section 8(a)(5) of the Act. 29 U.S.C. § 158(a)(5). The Board found that a violation had occurred and this finding was affirmed by the court of appeals. *J. H. Rutter Rex Manufacturing Company, Inc.*, 115 NLRB 388 (1956) enf'd 245 F.2d 594 (5th Cir. 1957).[1] The order of the Board which issued on

[1]In an effort to cast the employer in the most unfavorable light, the Board at page 2 of its brief, and the Union at page 4 of its brief, assert that the strike only occurred after the company's refusal to bargain—that this refusal "provoked" the strike. (Union brief, page 4) To the contrary, the Board found the strike to have been economic in origin and *later* converted to an unfair labor practice strike by reason of the company's refusal to bargain *after* the strike began. The Board declined to base its findings on events which occurred during the negotiations preceding the strike. (115 NLRB 388, 390) Thus, contrary to the assertions of the Board and the Union, no unlawful activity on the part

February 13, 1956, directed that Rutter Rex "upon application, offer immediate and full reinstatement to their former or substantially equivalent position to all those employees who went on strike on April 21, 1954 . . ." The order further required the payment of backpay to any applicant not reinstated within five days of application.

On June 10, 1957, the court of appeals enforced the Board's order, stating that the numerous problems inherent in reinstating approximately 600 strikers into the balanced line operation of the Rutter Rex plant should be resolved "in further administrative proceedings before and through the Board or in direct contempt proceedings." *NLRB v. J. H. Rutter Rex Manufacturing Company, Inc.*, 245 F.2d 594, 598 (5th Cir. 1957).[2] The Board order which was enforced did not designate the names of the individuals who were entitled to backpay, nor fix specific dates upon which the company's obligation to the individual strikers began. Accordingly, there was a compelling need for prompt administrative action by the Board to clarify the company's obligation.

Thereafter, in September and October 1957, in response to the Board's request, Rutter Rex submitted detailed information relating to its compliance with the Board's order, i.e., the names of the strikers who had been reinstated and the dates of reinstatement. (R. 623-631)

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of Rutter Rex precipitated the strike. Furthermore, although Rutter Rex was charged with unlawful discrimination regarding the reinstatement of strikers, this charge was withdrawn by the Union with Board approval and, therefore, the claimants in this proceeding were not "discriminatees" under the Act. (R. 825-830, 836, 622)

[2]The court expressly reserved for further proceedings questions such as the voluntary termination of employment by strikers, their unwillingness to return to work, their availability for work, the availability of work at various times considering the balanced line operation of the plant and the calculation of backpay due, if any. (245 F.2d at 598)

On November 7, 1957, counsel for Rutter Rex advised the Board as follows: (R. 632-633, 966)

> "Our client has already complied with some of the provisions of the decree, and is presently engaged in bargaining with the representatives of the Amalgamated Clothing Workers of America. If any instance of a failure to fully comply with the order is brought to your attention, we would appreciate your contacting us promptly so that such corrective measures as may be necessary can be immediately taken in order to assure full compliance with the decree."

The Board did not respond to this letter. Although it is incumbent upon the Board to obtain voluntary compliance with its orders where possible, particularly in matters involving backpay, the Board made no effort to obtain voluntary compliance or to cooperate with Rutter Rex in solving the complex problems involved in the reinstatement program. The Board delayed until November 4, 1961 and on that date filed a backpay specification asserting a claim which, as of June 30, 1961, amounted to $342,000 (R. 316-587), and which continued to increase each day thereafter.

The court of appeals found that during the years following its 1957 opinion, "nothing of any consequence was said or done until March 22, 1960." (R. 967) On the latter date Board Compliance Examiner Immel wrote to the company advising that the case had been assigned to him "for the purpose of assisting the Company in complying with the Order of the Board as enforced by the Circuit Court." Immel requested access to company payroll, personnel and social security records "necessary to analyze the amounts of backpay due and

ıe rights of employment of strikers," a task which at ıat time he considered "a formidable undertaking."[3]

he Compliance Examiner added (R. 634-635):

> "We are, we realize, in the position of having delayed action in this matter over a period of several years. Under these circumstances it may seem inconsistent that we now urge that prompt attention be given to the request. However, the delay to date has been in large measure due to a shortage of personnel in this office."

Ultimately, in November 1961, more than four years fter enforcement of the order, the Board finally comıenced a protracted litigation requiring 58 trial days nd involving hundreds of exhibits and 6,573 pages of estimony. On June 2, 1964, the Trial Examiner warded a total of $160,894.69 to 172 claimants (R. 18-15) and on June 3, 1966, the Board affirmed the rial Examiner with minor modifications awarding 159,016.32 to 171 claimants. (R. 3-18)[4]

The court of appeals, concluding on the record that ıe Board had delayed the case unreasonably to the rejudice of the employer, modified the award by termiating Rutter Rex's liability for backpay as of June 0, 1959 and by eliminating ten claimants because their

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[3]The Board's contact with and interviewing of strikers, taking of statements and affidavits, and review of social security records was not done to a significant degree until late 1960 or early 1961. This is evidenced by the dates appearing on many of the affidavits and the "received" stamp or Social Security Administration entry date on the claimants' authorizations to review social security records. (R 659-732, 743-810). A substantial portion of the information requested by the Board from company records was not requested or obtained until 1961. (R. 834-897)

[4]Since there were over 600 strikers who, according to the Board, were potential claimants, the Board's award to 171 individuals indicates that the Board agreed that the company, acting without the cooperation of the Board in the compliance phase of the case, had compiled with its order in 71.5% of the cases.

claims were not supported by substantial evidence (R. 972).[5]

The court of appeals adjusted the backpay period in the manner it deemed appropriate to "balance . . . the interest of the Board, of the Union, and of the Employer" so that Rutter Rex would not bear the full burden of the Board's delay. (R 969) The Board and the Union here assert that the court of appeals had no right to adjust the backpay period for the reason that any adjustment based upon the Board's delay is tantamount to the application of the doctrine of laches.

ARGUMENT

I.

THE BOARD INORDINATELY DELAYED THE INITIATION OF COMPLIANCE PROCEEDINGS AND THE STEPS NECESSARY TO CONCLUDE THIS CASE.

The court of appeals refused to apply the doctrine of laches even though it found "much factual justification" (R. 966) in the record for the view that the entire backpay specification should be barred. The court found that the Board's delay in initiating compliance proceedings was "inordinate" and "beyond the bounds of reason" (R 969), and dismissed the Board's contention that the delay was due to an extremely heavy case load and lack of personnel, commenting that even though the Board had six attorneys in its New Orleans office, "all of their attention was devoted to other cases, to the complete exclusion of this one", which was "one of the most important, if not the most important, com-

[5] *Universal Camera Corp. v. NLRB*, 340 U.S. 474 (1951).

pliance case pending before the Regional Office." (R. 969) The court further found that the Board "let the case slide along in total inaction for almost three years after we granted enforcement — and for five years after the union abandoned the strike." (R. 969)

Although attorneys for the Board admitted to the court of appeals that its delay was inordinate[6] and further admitted in oral argument in December, 1967, that the Board was "red faced" about the delay (Tr. of oral argument p. 58, line 13),[7] the Board now contends that its delay was justified due to its workload and lack of personnel. (Brief of NLRB p. 22) The Board quotes the 1962 affidavit of its Regional Director (R. 902-904) which states that this case "could not have been processed more quickly." (R. 902; Brief of NLRB p. 24) The Board overlooks the fact that for over three years, as found by the Court of Appeals, this case was not "processed" at all. It was allowed to "slide along in total inaction." (R. 969)

The Regional Director's affidavit relied upon by the Board makes no reference to *when* the Board began to compute the backpay allegedly due. Nor does it refer to the fact that the New Orleans Regional Office was commended for its unusually rapid handling of its cases during the period of delay about which Rutter

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[6]This observation was made by Judge Hutcheson of the Fifth Circuit in his opinion which denied Rutter Rex's request for an injunction against conducting the backpay hearing. *NLRB. v. J. H. Rutter Rex Mfg. Co.*, 305 F.2d 242, 244 (5th Cir. 1962); (R. 969).

[7]Through an apparent error by the printer, this portion of the oral argument was not printed in the Appendix at pages 955-956. At page 58, line 13 of the Transcript of Oral Argument, designated by Rutter-Rex, which immediately follows the portion of the argument printed at page 956 of the Appendix, the Board counsel stated, "The Board can only be red faced about the delay."

Rex complains. (R 947-948)[8] It was admitted by Compliance Officer Jones that in this case the Board made no effort to settle the backpay issue before filing the specification, although the Board's rules and its customary practice require an attempt to obtain voluntary compliance with decrees before litigation is commenced. (R. 642-643; 29 CFR § 101.13, 101.15)

The Board should not now be permitted to deny the delays which it has heretofore admitted and which are clearly demonstrated in the record. The court of appeals was justified in concluding that inordinate and unreasonable delay had occurred.

II.

THE COURT OF APPEALS CORRECTLY EXERCISED ITS REVIEWING AUTHORITY TO ADJUST THE BACKPAY PERIOD IN ORDER TO STRIKE A PROPER BALANCE BETWEEN THE INTERESTS OF THE BOARD, THE UNION, AND THE EMPLOYER.

The Board argues that the court of appeals applied the doctrine of laches "to defeat a public right". (Brief of NLRB p. 9) But the court expressly refused to apply this doctrine (R. 960, 966). The equitable doctrine of laches bars a claim in its entirety if there has been inexcusable delay by the plaintiff in seeking a remedy and the defendant has thereby been prejudiced. *Gardner v. Panama R. Co.*, 342 U.S. 29 (1951); *Czaplicki v. The Heogh Silvercloud*, 351 U.S. 525 (1956); *Lansdale, Adm'x, etc. v. Smith*, 106 U.S. 391

[8]The time required for the Board's case handling generally was considerably shortened during the period 1958-1960, according to the 1960 report of the then General Counsel, Stuart Rothman, reported at 47 LRRM 72 (1960).

(1882). Although the court found in the record "much factual justification" for barring the backpay claim in its entirety (R. 966), the court declined to apply the laches doctrine and dismiss the claims.

Instead the court modified the remedy which the Board devised by requiring that a proper balance "be struck between conflicting interests" (R. 970), citing *NLRB v. Brown*, 380 U.S. 278, 291 (1965). The court recognized that it should not interfere with the reasonable exercise of the Board's discretion (R. 969) and exercised its power to modify only because of the *unreasonable* delay of the Board and the resultant prejudice to Rutter Rex. That which the Board continues to characterize as the court's "laches approach" (Brief of NLRB p. 16), was in fact a discharge of the court of appeals' responsibility, as defined by this Court, to assure the reasonableness and fairness of Labor Board orders. The fact that the Board's delay was a factor which contributed to the court's concern about the fairness of the order does not mean that the court's modification of the order was an application of the doctrine of laches.

The court of appeals discharged its responsibility in a manner consistent with the recent definition of that responsibility by this Court in *NLRB v. Brown*, 380 U.S. 278, 291 (1965), to wit:

> "Courts are expressly empowered to enforce, modify or set aside, in whole or in part, the Board's orders, except that the findings of the Board with respect to questions of fact, if supported by substantial evidence on the record considered as a whole, shall be conclusive. National Labor Relations Act, as amended, Sections 10(e), (f), 29 U.S.C. Sections 160 (e), (f)

> (1958 ed.). Courts should be 'slow to overturn an administrative decision,' *Labor Board v. Babcock & Wilcox Co.*, 351 U.S. 105, 112, but they are not left 'to sheer acceptance of the Board's conclusions,' *Republic Aviation Corp. v. Labor Board*, 324 U.S. 793, 803. Reviewing courts are not obliged to stand aside and rubber-stamp their affirmance of administrative decisions that they deem inconsistent with a statutory mandate or that frustrate the congressional policy underlying a statute. Such review is always properly within the judicial province, and courts would abdicate their responsibility if they did not fully review such administrative decisions. Of course due deference is to be rendered to agency determinations of fact, so long as there is substantial evidence to be found in the record as a whole. But where, as here, the review is not of a question of fact, but of a judgment as to the proper balance to be struck between conflicting interests, '[t]he deference owed to an expert tribunal cannot be allowed to slip into a judicial inertia which results in the unauthorized assumption by an agency of major policy decisions properly made by Congress.' *American Ship Building Co. v. Labor Board*, *post*, at 318."

The National Labor Relations Act does not provide a "rigid scheme of remedies" but entrusts remedial measures largely to the Board's discretion. *Republic Aviation Corp. v. NLRB*, 324 U.S. 793, 798 (1945); *Phelps Dodge Corporation, v. NLRB*, 313 U.S. 177 (1941). The Board's discretion in devising remedial orders is not unlimited and not immune from judicial scrutiny, particularly with regard to the reasonableness and fairness of the remedy devised. The judicial review provisions of the Act do not oblige the courts to

rubber-stamp their affirmance of administrative decisions. *NLRB v. Brown, supra; Volkswagenwerk v. F.M.C.*, 390 U.S. 261 (1965); *NLRB v. David Buttrick Company*, 361 F.2d 300 (1st Cir. 1966). To the contrary, Section 10(e) and (f) of the Act, 29 USC § 160, (e) (f), specifically invest the reviewing courts with the "power . . . to make and enter a decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the Board."

The language of Justice Frankfurter defining the nature of judicial review of Labor Board decisions is relevant here:

> "We conclude, therefore, that the Administrative Procedure Act and the Taft-Hartley Act direct that courts must now assume more responsibility for the reasonableness and fairness of Labor Board decisions than some courts have shown in the past. Reviewing courts must be influenced by a feeling that they are not to abdicate the conventional judicial function. Congress has imposed on them responsibility for assuring that the Board keeps within reasonable bounds . . . The Board's findings are entitled to respect; but they must nevertheless be set aside when the record before a Court of Appeals clearly precludes the Board's decision from being justified by a fair estimate of the worth of the testimony of witnesses or its informed judgment on matters within its special competence or both." *Universal Camera Corp. v. NLRB*, 340 U.S. 474, 490 (1951).

The Board may not apply a remedy "without regard to circumstances which make its application to a particular situation oppressive . . .". *NLRB v. Seven-Up Bottling Co.*, 344 U.S. 344, 349 (1953). In this case

the court of appeals found that the application of a mechanical backpay formula was oppressive because of the Board's unreasonable delay, a conclusion which led the court to adjust the Board's order to balance the interests of all concerned.

By the terms of the Act the Board may order the reinstatement of employees "with or without backpay". 29 U.S.C. § 160(c) As this Court stated in *Phelps Dodge Corp. v. NLRB*, 313 U.S. 177, 198 (1941), "(t)he remedy of backpay, it must be remembered, is entrusted to the Board's discretion; it is not mechanically compelled by the Act". The Board's argument in this case proceeds from the unwarranted assumption that backpay is automatically due and "mechanically compelled" and that any reduction of backpay does violence to a vested right. From this assumption the Board concludes that if this right is modified by the court of appeals because of the Board's delay, it must be in reliance upon the doctrine of laches. But the court of appeals did not have to rely upon laches to adjust the amount of backpay awarded by the Board. The court was not concerned with a vested right, compelled by statute. It was only concerned with whether the Board properly exercised its discretion in fashioning a remedy which ignored its own delays and required the company to bear the full financial burden resulting therefrom.[9]

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[9]The Board argues (Brief of NLRB pp. 19 & 20) that even if its contention regarding laches does not prevail, the action of the Court of Appeals is nonetheless inappropriate on the theory that the Board, in its discretion, *could* have adjusted the backpay award because of its own delay but decided not to do so. It is argued that the Board stated in a previous brief that it would consider the delay factor, that the Board ultimately decided not to modify the award because of the delay factor, and that this is a matter "peculiarly within the Board's discretion". But certainly when the Board sits in judgment of its own derelictions the reviewing court should not be powerless to adjust the result if the Board's action is unreasonable. The Board should not be the sole and final judge of itself.

Although, as the Board points out,[10] the remedy of backpay and reinstatement is designed to vindicate the public policy of the Act, backpay has no relation to public revenues and the Board acts as collection agent for the benefit of private parties. *Nathanson v. NLRB*, 344 U.S. 25 (1952); *International Brotherhood of Operative Potters v. NLRB*, 320 F.2d 757 (D.C. Cir. 1963). A "claim of public right"[11] has not been defeated in this case, but rather upheld, *including* the substantial private interests inherent in the claims of the individual employees.

The court of appeals decision does not conflict with *NLRB v. Electric Vacuum Cleaner Corp.*, 315 U.S. 685 (1942), relied upon by the Board, in which it was held that "nothing in the record would tend to justify us . . . in shortening the period of compensation". (315 U.S. at 698) The justification for shortening the backpay period, not found in *NLRB v. Electric Vacuum Cleaner Corp., was* found in this record. Neither does the court of appeals' decision conflict with *Nabors v. NLRB*, 323 F.2d 686 (5th Cir. 1963), in which the employer, guilty of unlawful discharge of employees, was so recalcitrant in resisting the Board's order that the Board resorted to civil contempt proceedings. The employer pled laches as a *complete bar* to the backpay specification and the Court rejected this defense.

The prejudicial effect of the Board's delay should not have been visited upon Rutter Rex alone. The Board's function is a public one. It was charged with performing its administrative duties with due consideration for the rights of *all* parties. The Board's error

[10]Brief of NLRB p. 14.
[11]Brief of NLRB p. 11.

lies in its failure to consider the prejudice which resulted to Rutter Rex from the delay, compounded by the Board's admitted failure to seek voluntary compliance with the Court's decree as its usual practice and its rules required (R. 642-643; 29 CFR § 101.13, 101.15), even though the company was on record as willing to comply with the Board's order and had sought the Board's assistance to that end. (R. 623-633, 967)

By the time the backpay hearing took place, all that Rutter Rex could do in many cases in an effort to carry the burden of proof placed upon it by *NLRB v. Miami Coco-Cola Bottling Co.*, 360 F.2d 569 (5th Cir. 1966), "was to cross examine the claimants in an effort to establish much of its defenses" (R. 971). The specification is convincing evidence that the Board's delay worked severe hardship on Rutter Rex, to its financial prejudice. By the date of its filing it asserted an accumulated backpay claim of $342,000, and in presenting such defensive evidence as could be marshalled at that late date, Rutter Rex was subjected to the burden and expense of participating in 58 hearing days over a period of ten and one-half months (R. 971; see chronological list R. 1-2). Much of the backpay asserted as due in the specification was not supported by the evidence, and even as to the reduced amount assessed by the Trial Examiner and the Board, the court found that:

> "[t]he proof was often so sketchy that the Trial Examiner had to strain for his findings. Repeatedly, issues were resolved solely by applying the rule as to burden of proof. Ordinarily, we would not take a second look at this, but, after inordinate delay there is occasion for concern. We do not feel that the inordinate delay barred all backpay but some modification must be made." (R. 971)

This case does not turn on "the mere fact of delay", dismissed by the Trial Examiner as unimportant to his conclusions. (R. 56) The court of appeals found evidence of unreasonable delay and evidence of resulting prejudice to the employer. The reviewing court felt that in the belated backpay proceeding it was more difficult for the company to carry the burden of proving its defenses in the individual cases than it would have been had the Board proceeded promptly to a discharge of its responsibilities in the compliance phase of the case. The Board's prompt discussion of the issues with Rutter Rex would certainly have resolved many of the issues, reduced the scope of the specification and greatly reduced the amount of backpay claimed by virtue of an earlier filing of the specification.

The company did not receive the benefit of the Board's usual effort to assist with voluntary compliance although there was room for difference of opinion as to what was required by the order.[12] The specification "second-guessed" the employer by criticizing Rutter Rex for the manner in which it carried out its reinstatement program after the Board failed to lend its cooperation by the customary attempt to arrange voluntary compliance while the reinstatement program was being im-

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[12]The Court of Appeals recognized the need for interpretation of the Board order in the following language from its enforcing opinion, 245 F.2d at 598:

> "The numerous questions which the Employer insists now plague it, such as the possibility of non-strikers voluntarily terminating employment with subsequent replacement during the strike, the availability of work at various times considering the nature of these manufacturing operations, the number of strikers who may have declared their unwillingness to return to work, the calculation of the lost pay if any, the misconduct of some specified strikers which might afford a basis for denying reinstatement, are not foreclosed. Their resolution can come either in further administrative proceedings before and through the Board or in direct contempt proceedings, if brought before us, for failure to comply with our order decreeing enforcement."

plemented. Against a background of compliance in over 70% of the cases covered by the order, in contrast with the adamant refusal to comply in *Nabors*, supra, the court of appeals stated its concern about the extent and effect of the burden of proof imposed on the company by the Board in cases in which the court felt that the delay of the Board made it more difficult for the company to carry that burden.

The court of appeals found that Rutter Rex had "a legal right to expect the Board to proceed with *reasonable expedition*" (R. 968) to carry out its administrative functions under the Act. The compliance function of the Board in relation to general reinstatement and backpay orders has been defined in *Wallace Corporation v. NLRB*, 159 F.2d 952, (4th Cir. 1947), as follows:

> "Such general orders are analogous to interlocutoy judgments of courts fixing liability but leaving for future determination questions as to amount of liability; and our decrees affirming or enforcing them are analogous to our affirmance of interlocutory judgments on appeal. After the general order of the Board for backpay and reinstatement is affirmed or ordered enforced by us, the *Board must work out the details of reinstatement and of the amounts to be paid as backpay under the general provisions of the order.* This can ordinarily be done by negotiation; but, if controversy arises, the facts must be found by the Board, the body to which Congress has committed the administrative process. *Phelps Dodge Corp. v. NLRB*, 313 US 177." (159 F.2d at p. 954) (respondent's emphasis)

Consistent with the responsibility defined in *Wallace*, the Board's rules state:

> "After a Board order has been enforced by a court decree, the Board has the responsibility of obtaining compliance with that decree. Investigation is made by the Regional Office of the respondent's efforts to comply." 29 C.F.R. § 101.15

The Board's compliance officer testified that although he was aware of the letter of November 7, 1957, to the Board stating the company's intention to comply, and although it was customary to contact the employer and try to work out the details of compliance in a voluntary agreement, that practice was not followed in this case, and no effort was made to seek voluntary compliance. (R. 642-643)

The Board has an obligation to act promptly in the compliance phase of a backpay case. The Administrative Procedure Act, 60 Stat. 237, 5 U.S.C. § 1005(a) (1964 ed) provides:

> "Every agency shall proceed with reasonable dispatch to conclude any matter presented to it except that due regard shall be had for the convenience and necessity of the parties or their representatives."[13]

This Act was intended as "a comprehensive charter of private liberty and a solemn undertaking of official fairness."[14] The legislative history of the Act reveals what Congress intended:

> "The requirement that agencies proceed 'with reasonable dispatch to conclude any matter pre-

[13]The verbiage of this section of the statute was amended in 1966, 5 U.S.C. § 555(b), but the change in language is not significant in the context of this case.

[14]Legislative History of the Administrative Procedure Act, S. Doc. 248, 79th Cong., 2nd Sess., Forward.

> sented' means that no agency shall in effect deny relief or fail to conclude a case by mere inaction or proceed in a dilatory fashion to the injury of the persons concerned. No agency should permit any person to suffer consequences of unwarranted official delay."[15]

In *Deering Milliken v. Johnson*, 295 F.2d 856 (4th Cir. 1961), the district court predicated an injunction against a Board hearing upon findings that the Board had violated its duty to dispose of the case with reasonable dispatch as required by the Administrative Procedure Act. The court concluded that under Section 10(e) of the Administrative Procedure Act it had the right to impose upon the Labor Board a requirement that it proceed with reasonable dispatch. The court said (p. 868):

> "What is required is some balance between the interest of the Board, of the Union, and of the employer. It should be recognized, on the one hand, that the court should not interfere with any reasonable exercise of the Board's dicretion in controlling the progress of the proceedings pending before it. On the other hand, adequate protection of the employer's rights should be afforded." (295 F.2d at 868)

The Board contends that the Administrative Procedure Act does not support the right of the court of appeals to modify the Award because of the delay which occurred, it being the Board's argument that Section 10(e) of this Act, 5 U.S.C. (1964 ed.) §1009(e), only affords the right to compel an administrative agency to act if it refuses or delays official action.[16] The Board incorrectly interprets the Act and the *Deering Milliken*

[15] Id. at 264.
[16] Brief of NLRB, p. 12.

case. *Deering Milliken* was not a suit to compel agency action but rather to enjoin agency action, to-wit, a hearing ordered by the Board which would have added to the unreasonable delay which had already occurred in the case. The court of appeals in *Deering Milliken* invalidated agency action on the ground of delay. The case does not support the Board's contention that Section 10(e) affords only a basis for compelling agency action rather than modifying or invalidating agency action already taken. In *Deering Milliken* the court of appeals modified a Board order by curtailing the scope of that order. Likewise, in the instant case the court of appeals has modified the scope of an order of the Board.

The verbiage of Section 10(e) on its face refutes the interpretation which the Board places upon the Administrative Procedure Act. Section 10(e)(B)(1) accords the reviewing court the right to hold unlawful and set aside agency action found to be an abuse of discretion. The award of backpay is a discretionary, rather than a mandatory, function of the Board, and the action of the court of appeals in this case is within the authority conferred on a reviewing court by Section 10(e)(B)(1). If the reviewing court has the right to set aside entirely agency action which is an abuse of discretion, it certainly has the right to modify it.

Section 6(a) of the Administrative Procedure Act, which obliges every agency to proceed with dispatch, must be construed with Section 10 which relates to the kind of administrative action reviewable and defines the scope of judicial review. Section 10(a) accords the right of review to "any person suffering legal wrong because of any agency action . . .". Section 10(c) provides that

every final action for which there is no other adequate remedy in any court be subject to judicial review.

The right of the Court of Appeals to modify the order of the Board is therefore supported by dual statutory authority, i.e., Section 10(f) of the National Labor Relations Act, which specifically authorizes the reviewing court to enter a decree "enforcing, modifying, and enforcing as so modified, . . . the order of the Board," and Section 10(e)(B)(1) of the Administrative Procedure Act which vests in the reviewing court the right to hold unlawful and set aside agency action which constitutes an abuse of discretion.

CONCLUSION

The Board's argument would, if successful, establish the principle that under no circumstances may a reviewing court adjust a backpay award because the Board fails to seek voluntary compliance and delays unreasonably in initiating or processing a backpay proceeding. Where the Board issues a general backpay order analogous to an interlocutory decree, and then fails to fulfill its duty in working out the details of compliance, unreasonably delays the filing of the backpay specification, and substantially increases the amount of the claim asserted by the fact of its delay, the court of appeals is acting within its statutory authority when it modifies the amount of backpay awarded in order

to strike a proper balance between the conflicting interests.

Respectfully submitted,

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CERTIFICATE

It is certified that copies of the foregoing brief have been served by mail, upon the following, by depositing the same in a United States mail box, first class airmail postage prepaid, addressed as follows:

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/s/ Peter H. Beer

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APPENDIX

The relevant provisions of the National Labor Relations Act, as amended, 61 Stat. 136, 73 Stat. 519, 29 U.S.C. 151, *et seq.*, are as follows:

* * * * *

PREVENTION OF UNFAIR LABOR PRACTICES

Sec. 10. * * *

(c) * * * If upon the preponderance of the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action including reinstatement of employees with or without back pay, as will effectuate the policies of this Act: *Provided*, That where an order directs reinstatement of an employee, back pay may be required of the employer or labor organization, as the case may be, responsible for the discrimination suffered by him: * * *

* * * * *

REVIEW OF FINAL ORDER OF BOARD ON PETITION TO COURT

(f) Any person aggrieved by a final order of the Board granting or denying in whole or in part the relief sought may obtain a review of such order in any United States court of appeals

in the circuit wherein the unfair labor practice in question was alleged to have been engaged in or wherein such person resides or transacts business, or in the United States Court of Appeals for the District of Columbia, by filing in such a court a written petition praying that the order of the Board be modified or set aside... Upon the filing of such petition, the court shall proceed in the same manner as in the case of an application by the Board under subsection (e) of this section, and shall have the same jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper, and in like manner to make and enter a decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the Board; the findings of the Board with respect to questions of fact if supported by substantial evidence on the record considered as a whole shall in like manner be conclusive.

The relevant provisions of the Administrative Procedure Act, 60 Stat. 237, 5 U.S.C. § 1001 *et seq.*, (1964 ed.) are as follows:

ANCILLARY MATTERS

Sec. 6 Except as otherwise provided in this Act—

(a) APPEARANCE.—* * * Every agency shall proceed with reasonable dispatch to conclude any matter presented to it except that due regard shall be had for the convenience and

necessity of the parties or their representatives. * * *

* * * * *

JUDICIAL REVIEW

Sec. 10. Except so far as (1) statutes preclude judicial review or (2) agency action is by law committed to agency discretion—

(a) RIGHT OF REVIEW.—Any person suffering legal wrong because of any agency action, or adversely affected or aggrieved by such action within the meaning of any relevant statute, shall be entitled to judicial review thereof.

* * * * *

(c) REVIEWABLE ACTS.—Every agency action made reviewable by statute and very final agency action for which there is no other adequate remedy in any court shall be subject to judicial review. Any preliminary, procedural, or intermediate agency action or ruling not directly reviewable shall be subject to review upon the review of the final agency action. Except as otherwise expressly required by statute, agency action otherwise final shall be final for the purposes of this subsection whether or not there has been presented or determined any application for a declaratory order, for any form of reconsideration, or (unless the agency otherwise requires by rule and provides that the action meanwhile shall be inoperative) for an appeal to superior agency authority.

* * * * *

(e) SCOPE OF REVIEW.—So far as necessary to decision and where presented the reviewing court shall decide all relevant questions of law, interpret constitutional and statutory provisions, and determine the meaning or applicability of the terms of any agency action. It shall (A) compel agency action unlawfully withheld or unreasonably delayed; and (B) hold unlawful and set aside agency action, findings, and conclusions found to be (1) arbitrary, capricious an abuse of discretion, or otherwise not in accordance with law; (2) contrary to constitutional right, power, privilege, or immunity; (3) in excess of statutory jurisdiction, authority, or limitations, or short of statutoy right; (4) without observance of procedure required by law; (5) unsupported by substantial evidence in any case subject to the requirements of sections 7 and 8 or otherwise reviewed on the record of an agency hearing provided by statute; or (6) unwarranted by the facts to the extent that the facts are subject to trial de novo by the reviewing court. In making the foregoing determinations the court shall review the whole record or such portions thereof as may be cited by any party, and due account shall be taken of the rule of prejudicial error.

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SEP 18 1969

JOHN F. DAVIS, CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1969

No. 32

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

versus

J. H. RUTTER REX MANUFACTURING CO, INC., et al
Respondents.

On Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit

SUPPLEMENTAL BRIEF ON BEHALF OF J. H. RUTTER REX MANUFACTURING COMPANY, INC., Respondent

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On Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit

---

SUPPLEMENTAL BRIEF FOR J. H. RUTTER REX MANUFACTURING COMPANY, INC., Respondent

---

MAY IT PLEASE THE COURT:

This supplemental brief is filed to include and comment upon an excerpt from the prior brief of the National Labor Relations Board referred to in footnote 18 at page 20 of the Board's brief to this Court, but not included in the Joint Appendix. In footnote 18, the Board refers to its earlier brief to the Fifth Circuit Court of Appeals in case No. 16422, filed in opposition to Rutter Rex's motion seeking to enjoin the backpay proceeding

because of the Board's delay, as evidence that the Board stated that "it would consider whether that factor[1] should be taken into account . . .". The following is the language to which the Board referred in its brief in Case No. 16422:

> "Movant asserts, however, that to permit the Board to proceed with the backpay hearing will cause it irreparable injury in that 'if the Board is permitted to proceed with the scheduled hearing, movant will be faced with possible liability for backpay accruing during the period of the Board's delay' in instituting such proceedings (Motion, par. 20). Whatever the merits of movant's contention that the Board's alleged delay should relieve it from its duty to make the injured employees whole (see discussion, *infra*, pp. 29-31), the statutory review procedure affords the Company an adequate means for obtaining both administrative and judicial evaluation of its claim. Thus, whatever 'delay' there may have been in setting a backpay hearing is over. The effect of past 'delay' both as to the amount of backpay due and as to the Company's ability to present evidentiary material with respect to the matters encompassed by the backpay specification are questions which can be, and are best, litigated before the Board. *Moreover, if movant deems itself aggrieved by the Board's ultimate determination, '* * * application can be made to this Court * * * to set [it] aside.' N.L.R.B. v. Rutter-Rex Manufacturing Co., supra* at 598, n.5; *N.L.R.B. v. Royal*

[1]The word "factor" refers to the Board's delay.

Palm Ice Co., supra; Home Beneficial Life Insurance Corp. v. N.L.R.B., supra.

"Indeed, it is only if the Board rejects movant's arguments that it could be aggrieved by the Board's 'delay' in instituting backpay proceedings. *But it may well be, for all that is presently known, that as a result of the evidence adduced at the hearing, the Board will conclude that this delay should be taken into account in fixing the amounts of backpay due.* 'The remedy of backpay, it must be remembered, is entrusted to the Board's discretion; it is not mechanically compelled by the Act. And in applying its authority over backpay orders, the Board has not used stereotyped formulas, but has availed itself of the freedom given by Congress to attain just results in diverse, complicated situations.' *Phelps-Dodge Corp. v. N.L.R.B.*, 313 U.S. 177, 198." (Emphasis supplied).[2]

This statement was made to the Fifth Circuit by the General Counsel at a stage of the case at which the General Counsel's purpose was to persuade the Fifth Circuit not to enjoin the backpay proceeding on the grounds of the Board's delay.[3] In this context, the Board,

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[2]Brief for the National Labor Relations Board, *J. H. Rutter-Rex Mfg. Co. v. National Labor Relations Board*, No. 16422 in the United States Court of Appeals for the Fifth Circuit, pp. 14-16 (1962).

[3]The period of delay was 4 years and 11 months, from the date of the Court of Appeals' opinion on June 10, 1957, to November 16, 1961, the date on which the backpay specification was filed (R.1). Meanwhile, on October 24, 1957, the company furnished the Board the names of the employees who had gone on strike, the dates upon which the strikers applied for reinstatement, and the dates of reinstatement (R. 625-630). On October 31, 1957, the company furnished its payroll records indicating hourly and weekly earnings and the numbers

in the language emphasized above, advised the court of appeals that the Board might conclude, and hence could conclude, that "delay should be taken into account in fixing the amounts of backpay due". It is a fair interpretation of this language to understand from it that, at that stage of the case, the General Counsel conceded that it would be proper to consider the Board's delay in determining the amount of backpay awarded. This is contrary to the position now taken by the Board, which is that any modification of the backpay awarded because of the delay factor is an application of the doctrine of laches to defeat a public right.

There is a basic contradiction in the position taken by the General Counsel in persuading the court of appeals not to enjoin the backpay hearing and the position now urged by the Solicitor General. In order to persuade the court of appeal not to enjoin the backpay hearing, the General Counsel represented to the court of appeals that the Board would consider the delay factor and might conclude that the Board's delay should be a factor in framing the backpay remedy. After persuading the court of appeals not to enjoin the hearing, the Board, in its supplemental decision and order, ignored the delay factor (R. 3). The court of appeals then modified the Board

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of the various operations in the plant (R. 631). The letter of November 7, 1957 (R. 632), seeking the Board's cooperation in complying with the decree, elicited no response from the Board. Again, on October 27, 1961, in complying with the Board's belated requests for further information, counsel for the company invited discussion with the Board (R. 887-897). The Board filed the specification without any offer of cooperation or attempt to settle. The Board's attitude throughout the case has been as stated at page 30 of its brief to the Court of Appeals in Case No. 16422 (the injunction motion):

> "Moreover the Board was under no obligation to take affirmative steps to call to movant's attention the particulars in which it did not believe movant had complied with the reinstatement obligation imposed by this Court's decree."

order because of the Board's unreasonable delay and the argument is now made to this Court that the Board could not consider the delay factor because such consideration would involve the application of the doctrine of laches to defeat a public right. The Board argues that the Fifth Circuit is in error as a matter of law in modifying the award because of the delay factor.

It is a dangerous argument when an agency asserts that a reviewing court has no right to look into and evaluate the impact of its delays in a given case. It is unlikely that it was the intention of Congress in drafting Sections 10(e) and 10(f) of the National Labor Relations Act (29 U.S.C. §§ 160 (e), (f)) and Sections 6(a) and 10(e)(B)(1) the Administrative Procedure Act (5 U.S.C. (1964 ed.) §§ 1005(a), 1009 (e)(B)(1)), to vest such complete discretion in an administrative agency as to make that agency the ultimate judge, not only of the conduct of the litigants before it, but of its own conduct as well. The Board has no expertise which makes it better qualified than the court of appeals to judge the Board in the matter of the Board's delay. On the contrary, it is reasonable to suggest that a reviewing court is better qualified to make an objective judgment of whether unreasonable delay has occurred. Administrative expertise provides no basis for the limitation of judicial review except in matters within the special competency of the agency. In the language of Justice White in *Burlington Truck Lines, Inc. v. United States*, 371 U.S. 156, 167, 83 S.Ct. 239, 245 (1962).

> "Expert discretion is the lifeblood of the administrative process, but 'unless we make the requirements for administrative action strict and demanding, *expertise*, the strength of mod-

> ern government, can becc me a monster which rules with no practical limits on its discretion'."

In refusing to permanently enjoin the backpay proceeding, the Fifth Circuit said:

> "In effect, counsel for the Board has admitted the obvious assertion of the employer that there has been inordinate delay in this case. While the delay is regrettable, we are unwilling to exercise the power of this Court to permanently stay the administrative proceedings instituted by the Board and therefore, the motion for a permanent stay is hereby Denied. *It seems appropriate to comment that the administrative proceedings involved remain subject to judicial review.* At this time we simply conclude that we should not take any further action with respect to the proceedings before the Board prior to such time as a final order is entered by the Board, or other final action taken, without passing upon the question of the court's jurisdiction to grant such permanent stay or whether the court has or ought to exercise the power to stay such administrative proceedings."[4] (Emphasis supplied)

Bearing in mind that the General Counsel implied, if he did not state, to the court of appeals that the Board's delay was a proper factor to be considered in fashioning the backpay remedy, it is fair to understand the language emphasized in the above quotation as indicative of the reviewing court's expectation that the delay factor *would* be considered by the Board, and that this ex-

[4] *N.L.R.B. v. J. H. Rutter-Rex Mfg. Co.*, 305 F.2d 242, 244 (1962).

pectation was a part of the court's reasoning in denying injunctive relief. This interpretation of the court's language is supported by the fact that the court of appeals *did* modify the Board's remedial order on the basis of the Board's delay after the backpay hearing was conducted and the Board fashioned an order which ignored the delay factor.

The Board's representatives have changed the direction of their argument. In presenting this case to the Fifth Circuit Court of Appeals, the Board (1) admitted inordinate delay and (2) admitted that this delay could properly be taken into account in determining the amount of backpay due. The Solicitor General and the General Counsel now deny both of these propositions, and contend that there was no delay, and that if there was, the court of appeals had no right, as a matter of law, to modify the Board's order because of the delay.

Respectfully submitted,

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CERTIFICATE

It is certified that copies of the foregoing supplemental brief have been served by mail, upon the following, by depositing the same in a United States mail box, first class airmail postage perpaid, addressed as follows:

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New Orleans, Louisiana, September 16, 1969.

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Respondent

MAY IT PLEASE THE COURT:

PREFACE

This Court's opinion, reversing the judgment of the Court of Appeals for the Fifth Circuit as an unwarranted interference with the Board's remedial power, defers to an administrative agency in a matter relating to its own fault and makes that agency the ultimate judge of itself. In so doing, the Court has not accorded proper

weight to Section 10(f) of the National Labor Relations Act (29 U.S.C. § 160(f)) vesting in the reviewing Court of Appeals the right to modify a remedial order of the Board, and has judicially amended Section 10(c) of the Act (29 U.S.C. §160 (c)) to provide that the Board's remedial order *must* include backpay for the full backpay period in any case involving Board delay.

The opinion of the Court so narrowly construes the power of the reviewing Court of Appeals as to represent a departure from the standard of review defined in *Universal Camera Corp. v. NLRB*, 340 U.S. 474 (1961), and *NLRB v. Brown*, 380 U.S. 278 (1965). Respondent asks the Court to grant a rehearing and reinstate the judgment of the Court of Appeals for the Fifth Circuit, or alternatively to remand the case to the Board for adequate consideration of the evidence relating to the Board's delay and its effect on the company and the employees. In support of this petition for rehearing, respondent respectfully submits:

1. The opinion of the Court proceeds from an incorrect factual premise in stating that "the Examiner and the Board considered and rejected the company's contention that the delay in issuing the specification should bar the backpay award . . ."[1] The Board did not even permit development of the evidence relating to the delay issue. Nevertheless, the opinion of the Court supports the Board's absolution of itself, makes the Board the final judge of itself in the matter of its own delay, and deprives the reviewing court of the right to modify or set aside in part the order of the Board in spite of the specific authority so to do in Section 10(f) of the Act.

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[1]Pages 3 and 4 of the opinion.

2. The Court has deviated from the standards of review defined in *Universal Camera Corp. v. NLRB* and *in NLRB v. Brown.*

ARGUMENT

1. The opinion of the Court proceeds from an incorrect factual premise, and makes the Board the final judge of its own conduct.

The Court states that the Examiner and the Board considered and rejected the company's contention that the delay in issuing the specification should bar the backpay award in whole or in part. It is respectfully submitted that the Court is in error in stating that the delay factor was fully litigated and adequately considered by the Examiner and the Board. Although the Board advised the Court of Appeals, in order to avoid the issuance of an injunction against the backpay hearing, that it would consider the delay factor in fixing the amount of backpay due, and conceded respondent's right to have the Board's decision reviewed by the Court of Appeals,[2] the Board later changed its position, and its decision and backpay order made no reference whatsoever to the delay factor.[3] Furthermore, in the Trial Examiner's report it was stated that the delay issue was not properly before him and he ruled against the admission of evidence required to fully litigate the issue. The Trial Examiner disposed of the delay issue as follows:[4]

> "These contentions [regarding delay] must be rejected because the record is without the factual

[2]Excerpt from Board's brief in *J. H. Rutter Rex Mfg. Co. v. NLRB*, No. 16422 in the U. S. Court of Appeals for the Fifth Circuit, reproduced on pages 2 and 3 of respondent's supplemental brief to this Court.

[3]R. 3-18.

[4]R. 54 and 55.

> basis upon which such contentions of necessity must be predicated, the Examiner having ultimately ruled (albeit not without first receiving some evidence bearing upon these issues) that none of these issues were properly before him for disposition and, in accordance with this ruling having refused, absent the proffer of evidence of wrongful or unlawful conduct on the part of the General Counsel which was not forthcoming, to permit the parties fully to develop the facts concerning these issues." (Bracket supplied.)

It is patently unreasonable and unfair to permit the Board to avoid the issuance of an injunction against the holding of the delayed hearing by representing to the Court of Appeals that it *will* hear evidence relating to the delay factor, and that it *might* conclude that this factor should be taken into account in defining the backpay period, and then to support the Board in its refusal to permit litigation of the delay issue, particularly when it is an issue relating to the Board's basic obligation to issue an order which is clear on its face, or to promptly clarify an order requiring further definition.[5]

The plain fact of the matter is that the Board has not

---

[5]That the order was not clear on its face cannot be subject of further argument since the Court's opinion refers to the fact that of the 207 claimants originally named in the specification, 35 were eliminated by the Board itself, 10 additional claimants were eliminated by the Court of Appeals in a part of its opinion for which review was not sought by the Board. The amount claimed by the Board in the specification was $342,000. This was reduced to approximately $160,000 by the Board after hearing the evidence and further reduced to approximately $130,000 by the Court of Appeals in that part of its opinion for which review has not been sought. Accordingly, the "clear" order of the Board which it says could not be misunderstood, and which it says respondent should have "literally" complied with, without any clarification from the Board, was modified by more than 50% by the Board itself. The monetary obligation created by the Board's remedial order, as modified by the Fifth Circuit in that area for which no review was sought by the Board, is approximately 38% of the amount demanded in the specification filed in 1961.

"considered" its delay in any meaningful way. It has simply ignored it. It refused to hear evidence relating to it. Contrary to its promise to consider delay, it assumed the position that delay is *irrelevant because laches does not run* against the government.[6]

This Court's opinion will be read to mean that a remedial order *must* include backpay,[7] that backpay is *mechanically compelled*,[8] when the Board delays in administering a backpay proceeding. Although Section 10(f) of the Act specifically accords to the reviewing court the right to modify or set aside in whole or in part the order of the Board, the Court's opinion will be read to mean that the Court of Appeals *cannot modify or set aside in part an order of the Board if the Board has been guilty of delay, and that backpay is mandatory when the Board is guilty of delay although it is not mandatory if the Board acts promptly.*[9] The error of the Court, in concluding that the reviewing court is guilty of an unwarranted intrusion into the right of the Board in drafting its order, is compounded when the Court bases its conclusion upon the assumption that the Board adequately considered the delay issue. The record

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[6]This contention is the main thrust of the Board's argument against the modifying order of the Court of Appeals. It is not mentioned in the opinion of this Court.

[7]Although Section 10(f) provides for reinstatement orders "with or without backpay".

[8]Contrary to *Phelps Dodge Corporation v. NLRB*, 313 U.S. 177 (1941).

[9]The opinion of the Court has already been read by the Board to mean that the Board does not have to be concerned about delay in defining a company's obligation under a general order, and may delay indefinitely the filing of a backpay specification. Respondent's counsel is in receipt of a letter dated December 31, 1969 from the Board, printed as Appendix A to this application, which indicates the Board intends to impose backpay liability for the period beyond June, 1961, which was the last quarter covered in the specification filed in November, 1961. If the Board files a new specification it will be filed more than 12 years after the Board order was enforced by the Court of Appeals. The Board evidently considers such action permissible since this Court's opinion did away with the cutoff date imposed by the Court of Appeals and says that the burden of the Board's delay, however long it may be, must be borne by the employer.

shows it simply did not do so. What has happened here is a plain case of administrative abuse without judicial review if this Court deprives the Court of Appeals of the right to act in an area specifically accorded to it by Section 10(f) of the Act.

Respondent concedes that the Board has broad discretionary power in fashioning a remedial order, subject to limited judicial review, as this Court said in *Fibreboard Paper Products Corp. v. NLRB*, 379 U.S. 203 (1964), but when this discretion is exercised by the Board in judging its own faults, the Board is not acting in an area in which it has a special expertise or in which it can be expected to exercise discretion objectively. This case is a classic example of the manner in which an administrative agency "can become a monster which rules with no practical limits on its discretion".[10] The Board has no expertise which makes it better qualified than the Court of Appeals to consider the effect of its delay and decide how, in the face of it, the purpose of the Act can most effectively, reasonably and fairly be served. The Court's opinion states that the order of the Board tends to restore the "economic status quo which would have obtained but for the company's wrongful refusal to reinstate them". But the "economic status quo" should not be considered from the point of view of the employees alone. The company's economic position is prejudiced by the delay in that a greater backpay liability is imposed than would have been imposed if the Board had acted promptly. The Court of Appeals by its modification of the order has attempted to restore the "economic status quo" as that term relates to the company *and* the employees, not the employees alone.

[10] *Burlington Truck Lines Inc. v. U.S.*, 371 U.S. 156, 167, 83 S.Ct. 239, 245 (1962).

The opinion of the Court states that the "Board is not *required* to place the consequence of its own delay, even if inordinate, upon wronged employees to the benefit of wrongdoing employers". This language implies that the Court agrees that the Board *might* have decided to do what the Court of Appeals did, namely, adjust the backpay remedy so that the entire burden of the Board's delay would not fall upon one party alone. As was pointed out in oral argument, the Board has itself adjusted backpay periods to exclude time attributable to administrative mistakes.[11] The Court's opinion in the present case deprives the reviewing court of the right to do what the Board could have done in preparing the remedial order. The Board's opinion contains no reason for not doing so. The issue was conveniently ignored. The opinion of this Court permits the Board to act to the prejudice of the respondent without reasons for its action, and without affording respondent an opportunity to develop fully the principle issue in the case.

It is respectfully submitted that the Court is in error, and has acted contrary to its prior holding in *NLRB v. Brown*, in depriving the reviewing court of the right to modify the remedial order of the Board in order to "strike a proper balance" between the conflicting interests of the parties before the Board.

2. The Court deviated from previous standards of review defined by it in *Universal Camera Corp. v. NLRB* and in *NLRB v. Brown*.

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[11]In *NLRB v. Electric Vacuum Cleaner Corp.*, 315 U.S. 685 (1942), the Court refused to *further shorten* a backpay period because the Board had already corrected its administrative error in failing to issue an intermediate report. The remedial order issued by the Board in *Electric Vacuum* excluded a part of the backpay period, which of course penalized the employees in the manner in which the Court says the Fifth Circuit had no right to do. See *Electric Vacuum Cleaner Company, Inc.*, 18 NLRB 591, 636-7, 5 LRRM 429 (1939) for the Board's decision and order.

In *Universal Camera*, Justice Frankfurter said that under the Administrative Procedure Act and the Taft-Hartley Act "the courts must now assume more responsibility for the reasonableness and fairness of Labor Board decisions than some courts have shown in the past." Justice Frankfurter added that the reviewing courts, including the Courts of Appeals, "are not to abdicate the conventional judicial function." In *NLRB v. Brown* this Court added that:

> "Reviewing courts are not obliged to stand aside and rubber stamp their affirmance of administrative decisions that they deem inconsistent with a statutory mandate or that frustrate the congressional policy underlying a statute . . ." (380 U.S. at 291)

In the *Brown* decision, this Court added that, while "due deference is to be rendered to agency determinations of fact", the reviewing court has a freer hand in making "a judgment as to the proper balance to be struck between conflicting interests." (380 U.S. at 291). The Court of Appeals did not overrule the Board on a question of fact, nor did it modify a Board finding in an area which addresses itself to the expertise of the Board. The Board cannot be said to possess expertise which makes it the fairest, ablest arbiter of the reasons for and the effects of its failure to implement its order, which required further definition. Certainly the Court of Appeals is more qualified to act fairly and reasonably in this area of the case. The opinion of this Court redefines the statutory function of the reviewing court as stated in *Universal Camera* and in *Brown*, and unduly limits that function by depriving the Court of Appeals of the right to strike a balance between the interests of the Board,

of the union, and of the employer.[12] Indeed, the opinion of the Court is certainly not in conformity with the warning of Justice White[13] regarding the need to "make the requirements for administrative action strict and demanding" lest expertise "become a monster which rules with no practical limits on its discretion."[14]

The heavy demands on this Court's time make it difficult to present all of the issues in a large record in a complex case within the time limitations permitted by the summary docket on a writ of certiorari. Respondent urges the Court to consider that the Court of Appeals, in modifying the Board order, acted on an *unusually comprehensive presentation of the issues in briefing and in argument*. Because of the size of the record, the Court of Appeals set no other cases for argument on the day this case was heard and relaxed the time limitations for oral argument. Briefing rules were also relaxed to permit extensive treatment of the delay issue and all of the issues to which it related.[15] The Court of Appeals exercised its reviewing function after a more thorough and comprehensive exposure to the record than was possible under this Court's procedure on its summary docket. In *Universal Camera* this Court stated that its power to review the correctness of the action of the reviewing Court of Appeals ought seldom to be called into action, since the statutory scheme of Congress contemplates that the reviewing function be exercised by the Court of Appeals. The rule of *Universal Camera* has special force when, as in this case, the Court of Appeals had before it an unusually comprehensive presentation of the issues.

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[12]*Deering Millikin, Inc. v. Johnston*, 295 F.2d at 856, 868 (4th Cir. 1961).

[13]*Burlington Truck Lines Inc. v. U.S.*, 371 U.S. 156, (1962).

[14]Id. at 167.

[15]The rules limit briefs to 50 pages. By special order of the court, briefs totalling 592 pages were submitted.

The purpose of the National Labor Relations Act is served by the order in its modified form as enforced by the Court of Appeals. It requires substantial payments of backpay, with interest. Certainly the "reasonableness and fairness of Labor Board decisions", as those terms appear in *Universal Camera*, are brought into question by the Board's handling of the delay issue. Respondent emphasizes again that the Board avoided the issuance of an injunction against the delayed hearing by advising the Court of Appeals that it would consider the delay issue, and then changed its position to the contention that the delay issue was irrelevant. Certainly under the facts here, the Court of Appeals had the right to say it was *not* irrelevant. The Board order was in interlocutory form. It did not clearly define the company's obligation, and was not promptly implemented by the Board, because the Board thought it had no obligation to define its order, and that respondent should comply with it literally, even though the Board itself ultimately excluded over 50% of the amount demanded by the backpay specification.[16]

Furthermore, the Court of Appeals found that the company "was lulled into the belief that the Board was satisfied and that no further action was to be expected". This *possibility* alone brings the "reasonableness and fairness" of the Board's order into question, and presents the delay issue to the Court of Appeals in a context within the traditional scope of judicial review.

The Court of Appeals' function should not be the limited consideration of whether the administrative agency has drafted an order which in the opinion of the agency

[16]The specification obviously reflected the General Counsel's unilateral interpretation of its own order. The interpretation of the Trial Examiner was radically different.

serves the P of the Act under which it functions. There are e which may be considered by the Court. The limited defined by this Court in this case could lead t nistrative abuse if it deprives the reviewing cou e right to consider the reasonableness and fairnes n administrative agency in deciding which of th es before it is to bear the burden of the agency' kes.

CONCLUSION

Responde ectfully prays that the court order a rehearing ment of th sues in this case, and that the judgtively, tha of Appeals be affirmed, or alternacase to th ourt enter an order remanding the respondent nal Labor Relations Board so that ness of a the very least, be accorded the fairministrativ into the causes for the Board's adparties to t and the effect thereof on all of the ion.

espectfully submitted,

(SIGNED) HENRY J. READ

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CERTIFICATE

It is certified that this petition for rehearing is presented in good faith and not for delay.

It is further certified that copies of the foregoing petition for rehearing have been served by mail, upon the following, by depositing the same in a United States mail box, first class airmail postage prepaid, addressed as follows:

Solicitor General
Department of Justice
Washington, D. C. 20530

National Labor Relations Board
1717 Pennsylvania Avenue
Washington, D. C. 20530

Jackson & Hess —
Attention Mr. Ralph N. Jackson
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New Orleans, Louisiana 70116

Mr. Jacob Sheinkman
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(SIGNED) HENRY J. READ

HENRY J. READ
Counsel for Respondent
J. H. Rutter Rex Manufacturing
Company, Inc.

New Orleans, Louisiana, January 7, 1970.

APPENDIX A

NATIONAL LABOR RELATIONS BOARD
REGION 15
T6024 Federal Building (Loyola)
701 Loyola Avenue, New Orleans, Louisiana 70113
Telephone 527-6391

December 31, 1969

Re: J. H. Rutter Rex Manufacturing Company, Inc.
Cases Nos. 15-CA-721
15-CA-723

Henry J. Read, Esquire
Montgomery, Barnett, Brown & Read
806 National Bank of Commerce Bldg.
New Orleans, Louisiana 70112

Dear Mr. Read:

Attached you will find an accounting of the liquidated backpay owing to certain unfair labor practice strikers in the above-captioned cases for losses they suffered from the date of their unconditional offers to return to the date upon which your client made valid offers of reinstatement to them. Interest has been assessed at the rate of 6 percent per annum from June 2, 1964 through January 7, 1969. If payment of the net backpay plus interest shown in the attached document is made to each of the backpay claimants listed on or before January 9, 1969, no further interest will be assessed against the principal amounts.

The payment of the amounts found owing can be effected by drafting checks in favor of those persons whose

names appear on Attachment A, less deductions for Federal and State withholding tax and Social Security and remitting same to this office.

It is our information that four of the backpay claimants are now deceased — namely Leonce Breaud, Gertrude LaRose, and Dorothy Hearson. In drafting checks for those individuals, the checks should be drawn in the name of the estate.

Attachment B lists the names of backpay claimants whose backpay continued after June 24, 1961.[A1] We are aware of the fact that your client offered reinstatement to some of those persons, but ask now that you provide us with an accounting as to the exact date upon which each person listed was offered reinstatement. In the event your client has not as yet offered reinstatement to any of those listed in Attachment B, such action should be taken immediately and this office advised as to the date upon which the offer was made.

If this letter raises questions which require further explanation, kindly advise the undersigned of this fact at your very earliest convenience.

Very truly yours,

s/ JOHN T. LACEY
John T. Lacey
Compliance Officer

[A1]Emphasis Supplied.

SUPREME COURT OF THE UNITED STATES

No. 32.—OCTOBER TERM, 1969

National Labor Relations Board, Petitioner, *v.* J. H. Rutter-Rex Manufacturing Company, Inc., et al.	On Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit.

[December 15, 1969]

MR. JUSTICE MARSHALL delivered the opinion of the Court.

This case presents the question whether, when an employer has improperly failed to reinstate striking employees, and the National Labor Relations Board has after considerable delay ordered backpay for those employees, a court of appeals may, on account of the delay, modify the Board's order to provide an early cutoff date for backpay. In the circumstances of this case, we hold such a modification to be an unwarranted inteference with the Board's remedial power to implement the policies of the National Labor Relations Act.

I

The employees in question chose the Amalgamated Clothing Workers of America, AFL–CIO, as their bargaining representative in January 1954. After three bargaining sessions between the union and the company, the employees went out on strike in April 1954. At that point and thereafter the company refused to bargain further with the union representatives. Charges of unfair labor practices, including a refusal to bargain in good faith, were filed against the company. In April 1955, while these charges were pending, the union termi-

nated the strike and applied for the reinstatement of many of the strikers. The company reinstated some of these employees and failed to reinstate others.

In February 1956, the Board found that the company had indeed been guilty of an unlawful refusal to bargain. It ordered the company to offer reinstatement to all strikers who applied, and to "make such applicants whole for any loss of pay suffered by reason of the . . . refusal, if any, to reinstate them." *J. H. Rutter-Rex Mfg. Co.*, 115 NLRB 388, 391 (1956). As is apparently the Board's practice in reinstatement cases involving strikers, the order did not name the individuals covered, but left disputes over the details of reinstatement and backpay to the compliance stage of the proceedings. The Court of Appeals enforced the Board's order, *NLRB* v. *J. H. Rutter-Rex Mfg. Co.*, 245 F. 2d 594 (C. A. 5th Cir. 1957), and entered its decree on August 19, 1957.

On August 21, 1957, the Board's regional office sent the company the standard letter describing compliance procedures, which included the following:

> "When you have fully complied with the affirmative terms of the decree and there are no violations of its negative provisions, you will be notified that the case has been closed. Until you receive such notice you will know that the case remains open for all purposes as awaiting compliance."

On November 7, 1957, the company wrote to the regional office stating that it had complied with "some of the provisions of the decree," and asking that the regional office bring "any instance of a failure to comply fully with the order" to the company's attention. The regional office did not answer this letter, and the company heard nothing until March 22, 1960, when a Board compliance officer notified the company that the case

had been assigned to him, and requested payroll and other records necessary to determine the employment and backpay rights of employees.

On November 16, 1961, the regional office filed a 428-page backpay specification, alleging that the company owed more than $342,000 to some 207 strikers who had either not been reinstated within five days after applying, or who had never been reinstated, in violation of the board and court orders. The company applied to the Court of Appeals for a permanent stay of further action in the backpay proceedings, alleging that the Board had delayed improperly in issuing the specification. By affidavit, the Board explained that the delay was caused in part by the great complexity of the task of processing the claims of approximately 600 strikers, and in part by the extremely heavy caseload and severely limited staff which the New Orleans regional office experienced during the late 1950's. The Court of Appeals noted that the delay was regrettable, but denied the requested stay. *NLRB* v. *J. H. Rutter-Rex Mfg. Co.*, 305 F. 2d 242 (C. A. 5th Cir. 1962).

After a lengthy hearing, a Trial Examiner denied backpay to 35 of the 207 claimants, and reduced the amount due to just over $160,000. He determined that each employee should receive net backpay, computed according to the Board's usual formula,[1] for the period running from five days after his application for reinstatement until the company made a complying offer. Where no offer was made, the backpay was to accrue through the last quarter of 1961, the quarter in which the specification was filed. His findings and recommendations were adopted with minor modifications by the Board on June 3, 1966. *J. H. Rutter-Rex Mfg. Co.*, 158 NLRB 1414 (1966). Both the Examiner and the

[1] *NLRB* v. *Seven-Up Bottling Co.*, 344 U. S. 344, 345 (1953).

Board considered and rejected the company's contention that the delay in issuing the specification should bar the backpay award, either in whole or in part.

On review, the Court of Appeals found that the Board had been guilty of "inordinate" delay, in violation of § 6 (a) of the Administrative Procedure Act, 5 U. S. C. § 1005 (a), and to the prejudice of the company, which had been "lulled into the belief that the Board was satisfied and that no further relief was to be expected." *J. H. Rutter-Rex Mfg. Co.* v. *NLRB*, 399 F. 2d 356, 363 (C. A. 5th Cir. 1968). Arguing that the purpose of backpay awards is to "deter unfair labor practices," *Id.*, at 364, and believing that a substantial award of backpay would be sufficient to achieve such deterrent effect, the court modified the Board order to eliminate all backpay accruing after July 1, 1959, thus reducing the awards of some 37 strikers who had not yet received complying offers of reinstatement by that date. We granted certiorari to consider the propriety of this modification,[2] 393 U. S. 1116 (1969), and we reverse the judgment below.

II

We start with the broad command of § 10 (c) of the National Labor Relations Act, 29 U. S. C. § 160 (c), that upon finding that an unfair labor practice has been committed, the Board shall order the violator "to take such affirmative action including reinstatement with or without back pay, as will effectuate the policies" of the Act. This Court has stated that the remedial power of the Board is "a broad discretionary one, subject to limited judicial review." *Fibreboard Corp.* v. *NLRB*, 379 U. S. 203, 216 (1964).

[2] The Court of Appeals also reversed backpay awards as to 10 strikers in their entirety, finding the awards not supported by substantial evidence. 399 F. 2d, at 365. Certiorari was not sought as to this modification of the Board's order.

The legitimacy of backpay as a remedy for unlawful discharge or unlawful failure to reinstate is beyond dispute, *Mastro Plastics Corp.* v. *NLRB*, 350 U. S. 270, 278 (1956), and the purpose of the remedy is clear. "A back pay order is a reparation order designed to vindicate the public policy of the statute by making the employees whole for losses suffered on account of an unfair labor practice." *Nathanson* v. *NLRB*, 344 U. S. 25, 27 (1952). As with the Board's other remedies, the power to order backpay "is for the Board to wield, not for the courts." *NLRB* v. *Seven-Up Bottling Co.*, 344 U. S. 344, 346 (1953). "When the Board, 'in the exercise of its informed discretion,' makes an order of restoration by way of back pay, the order 'should stand unless it can be shown that the order is a patent attempt to achieve ends other than those which can fairly be said to effectuate the policies of the Act.'" *Id.*, at 346–347.

Here the Board ordered backpay through December 1961 for employees who had not yet received complying offers of reinstatement by that date. That order clearly falls within the general purpose of making the employees whole, and thus restoring the economic status quo which would have obtained but for the company's wrongful refusal to reinstate them. The employees encompassed by the order earned less during the relevant quarterly periods than they would have had they been reinstated in their old or substantially equivalent jobs with the company. Thus the Court of Appeals' modification, cutting off the accrual of backpay at the arbitrary date of July 1, 1959, left the employees who had not been reinstated by that date worse off than they would have been but for the company's wrongful action in refusing reinstatement. Either the company or the employees had to bear the cost of the Board's delay. The Board placed that cost upon the company, which had wrong-

fully failed to reinstate the employees. In an effort to discipline the Board for its delay, the court shifted part of that cost from the wrongdoing company to the innocent employees.

The Court of Appeals justified the modification as a proper balancing of the interests of the company, which it found was prejudiced in litigating the backpay claims by the Board's delay, and the interests of the employees in full restitution. It found statutory support for the company's position in what it took to be the Board's violation of its duty under the Administrative Procedure Act "to proceed with reasonable dispatch to conclude any matter presented to it." 5 U. S. C. § 1005 (a) (1964). Thus, the Court of Appeals reasoned, the case fell within the admonition that reviewing courts in labor cases not "rubber-stamp their affirmance of administrative decisions that they deem inconsistent with a statutory mandate or that frustrate the congressional policy underlying a statute." *NLRB* v. *Brown*, 380 U. S. 278, 291 (1965).

Assuming without deciding that the delay in issuing the specification did violate the Board's duty of prompt action under the Administrative Procedure Act, it does not follow that enforcement of the full backpay remedy was an abuse of the Board's discretion. Wronged employees are at least as much injured by the Board's delay in collecting their backpay as is the wrongdoing employer. In view of "the economic hardship caused by many years of undeservedly substandard earnings," lengthy delays "must render the back pay award a wholly inadequate and unsatisfactory remedy" to the employees for the company's refusal to reinstate them. *NLRB* v. *Mastro Plastics Corp.*, 354 F. 2d 170, 180 (C. A. 2d Cir. 1965). This Court has held before that the Board is not required to place the consequences of

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Co., 315 U. S. 685, 698 (1942); *Labor*
U. S. 736, 748 n. 16 (1962).
ppeals reasoned further that the pur-
y remedy is deterrence of unfair labor
t the substantial backpay award which
sufficiently serve that deterrent pur-
Board could properly conclude that
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of the delay and the company's illegal failure to reinstate them. It may be that the company could have, through the courts, compelled earlier Board action.[3] But the Court of Appeals exceeded the narrow scope of review provided for the Board's remedial orders when it shifted the cost of the delay from the company to the employees in this case.

Reversed.

[3] Section 10 (e) (A) of the Administrative Procedure Act, 5 U. S. C. 1009 (e) (A) (1964), provides that courts shall "compel agency action unlawfully withheld or unreasonably delayed."

SUPREME COURT OF THE UNITED STATES

No. 32.—October Term, 1969

National Labor Relations Board, Petitioner, *v.* J. H. Rutter-Rex Manufacturing Company, Inc., et al. | On Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit.

[December 15, 1969]

Mr. Justice Douglas, with whom The Chief Justice and Mr. Justice Harlan concur, dissenting.

Universal Camera Corp. v. *NLRB*, 340 U. S. 474, requires a dismissal of the writ of certiorari.

To start with, the Board is allowed a wide field of discretion over awards of back pay against a company found to have committed an unfair labor practice. As the Court said in *Phelps Dodge Corp.* v. *NLRB*, 313 U. S. 177, 198:

> "The remedy of back pay, it must be remembered, is entrusted to the Board's discretion; it is not mechanically compelled by the Act. And in applying its authority over back pay orders, the Board has not used stereotyped formulas but has availed itself of the freedom given it by Congress to attain just results in diverse, complicated situations."

Thus the employees in this case have no automatic "right" to any award of back pay.

The *Universal Camera* case concerned the scope of judicial review of orders of the Board. Prior to that decision, many courts had conceived their function of review as an extremely narrow one; some courts looked only for evidence which, when viewed in isolation, substantiated the Board's findings. Congress registered its dissatisfaction with this restricted scope of review by

stating the proper test in the Taft-Hartley Act as one of "substantial evidence on the record considered as a whole." 61 Stat. 148, 29 U. S. C. § 160 (e). This meant that the courts of appeals were to "assume more responsibility for the reasonableness and fairness of Labor Board decisions" than had been the practice of many of these courts in the past. 340 U. S., at 490.

The impact of this decision was to vest the courts of appeals with general supervisory responsibility over Board decisions and orders. Accordingly, the role of this Court was to be an extremely limited one. The Court in *Universal Camera* put it this way:

> "Our power to review the correctness of application of the present standard ought seldom to be called into action. Whether on the record as a whole there is substantial evidence to support agency findings is a question which Congress has placed in the keeping of the Courts of Appeals. This Court will intervene only in what ought to be the rare instance when the standard appears to have been misapprehended or grossly misapplied." *Id.*, at 490–491.

The problem in the present case is one of working out the equities of a back-pay order. Because the Board's delay in initiating compliance proceedings with respect to its original order was deemed unreasonable, the Court of Appeals saw fit to modify the terms of that order. The impact of the specific facts relating to the Board's and the company's actions in this case were taken into account by the Court of Appeals in reviewing the terms of the back-pay order. It arrived at its judgment as an exercise of its responsibility "for assuring that the Board keeps within reasonable bounds" (*Id.*, at 490) in a subject area that necessarily involves "diverse, complicated situations."

Casting the issue as one of "law" rather than as one of "fact" does not conceal the substantial departure in this case from the learning of *Universal Camera:* that the courts of appeals, and not this Court, are the watchdogs of the Board.

I would dismiss the writ as improvidently granted.